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Contents.

CURRENT TOPICS 461
LORD SELBORNE 464
LIMITATIONS TO TRUSTEES 465
LEGISLATION IN PROGRESS 466
REVIEWS 466
CORRESPONDENCE 467
LAW SOCIETIES 473
LAW STUDENTS' JOURNAL 474
THE LANCASHIRE (CONTINUOUS SITTINGS) BILL 474
LEGAL NEWS 474
COURT PAPERS 475
WINDING UP NOTICES 475
CREDITORS' NOTICES 475
BANKRUPTCY NOTICES 476

Cases Reported this Week.

In the Solicitors' Journal.

Bishop v. Smyrna and Cassaba Railway Co. 469
Briton Ferry Local Board v. Rhondda and Swansea Bay Railway Co. 472
County Council of Kent (Appellants) v. Humphrey (Respondent) 470
Delany, Re. Delany v. Delany 468
Dodds, Appellant. Assessment Committee of the South Shields Union, Respondents 467
Hodgkinson, Re. Hodgkinson v. Hodgkinson 468
Kuhne v. Hudson 468
Lavy and Another (Appellants) v. London County Council (Respondents) 472
M'Harg v. Universal Stock Exchange (Lim.) 471
Mayor, &c., of Wolverhampton (Appellants) v. The County Council of Salop (Respondents) 469
Mersey Railway Co., Re 467
Mersey Railway Co., Re 469
Regan v. Hawthorn. Cartwright (Claimant) 471
Reis v. Perry 470
Richards v. Dunn 469
Salt, Re. Brothwood v. Keeling 468

In the Weekly Reporter.

Black and Others v. Dawson 435
Cliffe, In re. Edwards v. Brown 436
Cooper v. Stephens 444
Dyer v. Munday 440
Grant v. Thompson 446
Grehan (a Lunatic), In re 433
Howell, In re. Ex parte Mandleberg 447
Knox's Trusts, In re 442
Mayor, &c., of Manchester, Appellants. McAdam, Respondent 438
Reg. v. Mills 445
Seaton v. Deerhurst 436
Silvester, In re. Midland Railway Co. v. Silvester 443

CURRENT TOPICS.

THERE HAS BEEN an unexpected development with regard to the Land Transfer Bill. As a result of negotiations with the Government, the blocks which had been placed on the Bill were withdrawn, and it was read a second time in the House of Commons on Monday in order to enable it to be referred to a Select Committee, who are to take evidence. This tardy grant of a request of the Incorporated Law Society, which has always previously been refused, is a testimony to the strength of the opposition to the measure. We understand that it will be open to the committee to make any report they think fit, although it may be destructive to the Bill; and that the reading of the measure a second time is to be deemed a mere formality, not committing the House in any way to its principle, but leaving it open to members, after the report of the committee, to move amendments directed against such principle. The advantage of a reference to a committee who will take evidence is that the whole case against the Bill—not merely objections on public grounds, but also objections on the ground of the vested rights of solicitors—can be brought forward and urged by persons thoroughly familiar with the subject; and we believe that prompt and energetic measures are being taken to secure such evidence, but it is hoped that solicitors who have not been communicated with, who may happen to possess specially useful information, will write to the Secretary of the Incorporated Law Society. The conduct of the opposition is in excellent hands, and we think the profession may rest assured that nothing which energy and skill can devise will be left undone to convince the committee that the Bill ought not to be approved. Of course it is to be assumed that the committee (which, it was understood, was to be selected this week) will be fairly chosen. We believe it is proposed to commence the hearing of evidence next week, but it is not considered likely that the committee will be able to report before July.

FOR SEVERAL DAYS during the present week, in consequence of the absence, through illness, of Lord Justice A. L. SMITH, there were not three Lords Justices to form a court in Court of Appeal No. 1.

WE ARE informed that there took place on Wednesday afternoon last a meeting of all the judges of the Chancery Division.

This meeting has given rise to various conjectures as to its import, but nothing has yet transpired.

THERE APPEARS to be every probability that the Supreme Court (Officers) Bill will not be proceeded with during the present session of Parliament. The opposition to its provisions would take up more of the time of the House than can be spared.

IT IS ANNOUNCED that on Saturday, the 11th inst., Mr. Justice WRIGHT will sit as an additional judge of the Chancery Division to dispose of two Chancery actions. These are the only actions remaining of the cases transferred to the learned judge.

THE HALL of the Incorporated Law Society presented a very festive appearance on Wednesday night. It was brilliantly illuminated, and decorated with banks of flowers, which were greatly admired. About 500 of the members and their guests held high revel until an early hour on Thursday morning. General commendation was bestowed on the manner in which the supper was served by the steward of the Law Society Club.

WE PRINT elsewhere the yearly list of attendances of members of the Council of the Incorporated Law Society. As usual, Mr. PENNINGTON heads the list with 200 attendances; the President comes next with 161 attendances; Mr. B. G. LAKE has 127 attendances; and Mr. GODDEN has 123 attendances. Of members with under 100 attendances, Mr. ROSCOE and Mr. WILLIAMS score the highest numbers.

ON TUESDAY, the 14th inst., Mr. Justice KEKEWICH will commence his fortnight of hearing witness actions, and will continue such hearing until Saturday, the 25th inst., daily, with the exception of Monday, the 20th inst. During that period the motions and unopposed petitions in cases assigned to Mr. Justice KEKEWICH will be heard on Thursdays and Saturdays by Mr. Justice STIRLING. This arrangement, however, has not prevented Mr. Justice KEKEWICH from hearing witness actions this week.

IT SEEMS probable that the report of the Select Committee on the Administration of Trusts will lend no support to the scheme for the appointment of a public trustee, save under conditions which will make the employment of such an official perfectly optional. Where actual oversight of trusts is required, whether at the instance of the founder of the trust or of the trustees, or of the beneficiaries, the means is to be found in the appointment of officers similar to the judicial factors in Scotland. They would be under the control of the court and their accounts would be audited at fixed periods. But in the management of the trust they would act as private trustees, using their own discretion, though with facilities for obtaining the direction of the court. In any scheme which may be formulated for the appointment of such persons we hope it will be recognized that they must be as little as possible official in their character. The work, indeed, would fall naturally within the range of an independent solicitor's office, the official element, so far as it is necessary, being supplied by the fact that he is already an officer of the court.

WE DO NOT THINK that many people would describe Queen VICTORIA as surviving WILLIAM the CONQUEROR, but practically that was what the use of the word "survive" contended for in *Re Delaney* (reported elsewhere) would amount to. Curiously enough the dictionaries give the interpretations "outlive" and "live after" under separate heads, but the authorities quoted for the latter interpretation really only justify "live at and after" an event. In the one case to the contrary, *Re Clark*, where counsel, for some not very apparent reason, relied upon Hebrews vii. 9, 10, a very strong judgment in favour of the literal construction was given in the court of first instance (12 W. R. 898) but was reversed in the Court of Appeal (13 W. R. 115). In that case a gift "to the children of A. who survive me" was held not to exclude children born after the testator's death. A. was young at the time of the will, and it was quite possible that all the children might have been born after the testator's death, in which case a literal construction would have defeated the gift altogether. Whether the Court of Appeal were right even in that case is not very material, as no general rule is laid down. In *Gee* v. *Liddell* (L. R. 2 Eq. 341), on the other hand, Lord ROMILLY, after searching Johnson and Richardson, says generally that the word "survive" or "survivor" imports that the person who is to survive must be living at the time of the event which he is to survive. It is in vain to hope that we have heard the last of "survivors," but it is encouraging to find the courts less and less inclined to mutilate the Queen's English in order to make wills for testators.

WE HAVE NOT the slightest doubt as to the intrinsic value of the judgments delivered by Chancellor TRISTRAM in the BRINCKMAN case. They bear the marks of learning and research, and are entitled to all the authority with which their author's reputation as an ecclesiastical lawyer endows them. But the occasion of their delivery seems to invite comment. Some few weeks back Dr. TRISTRAM issued a licence for Mr. BRINCKMAN'S marriage. He knew at the time that that gentleman had been the guilty party in a divorce suit, but in his opinion that circumstance made no difference. It certainly made no difference as to the right to marry again, a right which is expressly conferred by section 57 of the Matrimonial Causes Act, 1857, and, according to the practice of the registry, it made no difference as to the right to be married by licence. Then came the celebration of the marriage by Dr. KER GRAY in pursuance of the licence, and the attempted interruption by Mr. BLACK. The proceedings were followed by correspondence in the *Times*, and here it might be supposed the matter would have ended, when suddenly Dr. TRISTRAM imported a fresh element of interest by himself sending a letter announcing that he was going to give in court his reasons for granting the licence. It is not unusual, of course, for a court to state at once what the effect of a judgment will be, and to reserve the reasons for a future occasion—a dangerous practice, indeed, for no one can safely predict how reasons will work out when they come to be formulated. But it is unusual for a court to give, as Dr. TRISTRAM had done, his final judgment, and then to supplement it by a considered judgment when circumstances have made the case notorious. None, however, would have found fault with the judgment had it been restricted to its proper subject-matter. In the main it consisted of a useful recapitulation of the reasons which induced Dr. TRISTRAM, in a similar case in 1873, to ignore the Bishop of London's order against granting licences to persons in Mr. BRINCKMAN'S position. But in holding that Mr. BLACK was guilty of brawling, Dr. TRISTRAM meddled with a matter which, on his own admission, was outside his jurisdiction, and was solely for a police magistrate to inquire into. Had anyone wished to proceed against Mr. BLACK the affair could have been discussed before the proper forum. No person has chosen to take this step, and Dr. TRISTRAM'S opinion had better have been withheld. But he did not let the question rest there. Further letters appeared in the *Times*, and the accuracy of his judgment was impugned. Again the Chancellor goes to his court at St. Paul's Cathedral and fortifies his statement of the law with fresh reasons and authorities. Surely this is rather overdoing it. It is enough for a judge that he gives his judgment and sees that it is acted upon. Mr. BRINCKMAN has had his licence and is safely married. Why is not Dr. TRISTRAM satisfied? It seems to be a moot point whether a licence is in the nature of a dispensation to be given at the discretion of the bishop or his officers, or whether it is simply an alternative form of marriage which anyone has the right to adopt. We should have thought the matter could have been discussed in the *Times* or elsewhere without rendering it necessary for Dr. TRISTRAM to join the discussion in his capacity of judge. There are still occasions when silence is golden.

THE DISTINCTION between an action founded on tort and an action founded on contract, which to the mind of a layman must appear altogether incomprehensible, is not always easy even to the legal mind to draw; and yet it becomes an important branch of study, involving some practical results, as appears from the case of *Kelly* v. *Metropolitan Railway Co.* (reported *ante*, p. 447). The practical question here involved was whether the plaintiff, having recovered more than £20, but less than £50, in the High Court, was only entitled to costs on the county court scale. This question turns on section 116 of the County Courts Act, 1888, which provides, in effect, that in the case of an action commenced in the High Court where £20 or more, but less than £50, are recovered, the county court scale applies in actions founded on contract, but if founded on tort the plaintiff will be entitled to full costs on the High Court scale. The distinction between these two kinds of action appears to be based upon the difference between acts of commission and misfeasance and acts of omission and non-feasance, and has quite recently twice formed a subject for consideration by the Court of Appeal. Thus in *Taylor* v. *Manchester, Sheffield, and Lincolnshire Railway Co.* (43 W. R. 120; 1895, 1 Q. B. 134) the action arose out of the following circumstances:—A passenger was entering a railway carriage when the porter crushed his thumb by negligently shutting the door. The plaintiff recovered £20 in the High Court, and upon taxation the master only allowed costs on the county court scale. The Court of Appeal overruled his decision, on the ground that this was an action "founded on tort." Lord Justice LINDLEY pointed out the extreme difficulty that often arises in such cases in shewing the difference between tort and contract. This confusion was, under the old system of pleading, increased as the plaintiff had sometimes the option of suing either in tort or contract on the same transaction; and that led to a confounding of the form of action with the nature of the remedy, which are totally different things. In the more recent case of *Kelly* v. *Metropolitan Railway Co.* a similar question arose. In this case the passenger was injured by the train colliding with the dead-end of the station, and the plaintiff recovered £25 damages. In spite of the decision of *Taylor* v. *Manchester, &c., Railway Co.*, the master only allowed costs on the county court scale, and his decision was affirmed by DAY, J. The Court of Appeal, however, allowed the appeal, being clearly of opinion that this was an action founded on tort, not contract. A. L. SMITH, L.J., points out that there seems to have been some misapprehension as to what was decided in the previous case, and gives a somewhat elaborate definition—or perhaps we should say description—of the difference between an action founded on tort and on contract. The main point seems to be that where there is a duty apart from contract, the breach of that duty, even although there is in fact also a contract, gives rise to an action of tort. The result of these two decisions is rather to point out the difficulties of the problem to be solved than any simple method of solution, and suggests the comment that the Legislature, in its anxiety to cheapen litigation, has succeeded in supplying good material for dispute.

IN THE CASE of *Re Salt, Brothwood* v. *Keeling* (reported elsewhere), the testator, after directing payment of his debts, gave a pecuniary legacy and devised the residue of his personalty and all his realty to his executors. The general personal estate being insufficient, the question arose whether the legatee was entitled to have the assets marshalled, so as to stand in the shoes of the creditors against proceeds of real estate, in so far as the personal estate had been applied in payment of debts. Under somewhat similar circumstances in *Re Bate, Bate* v. *Bate* (43 Ch. D. 500, 38 W. R. Dig. 6) KAY, L.J., as a judge of first instance, held the doctrine of marshalling to be inapplicable, while in *Re Stokes, Parsons* v. *Miller* (67 L. T. 223, 41 W. R. Dig. 3), STIRLING, J., with *Re Bate* before him, applied the doctrine; the will in each case containing a direction for payment of debts, but no express words of charge. In *Re Stokes* there was a general devise of realty to the executors, and STIRLING, J., decided that the realty was charged on the authority of *Bailey* v. *Bailey* (27 W. R. 909, 12 Ch. D. 268, 273), where FRY, J., said: "They [*i.e.*, the authorities] appear to me to come to this: that where there is a direction that the executors shall pay the testator's debts, followed by a gift of all his real estate to them, either beneficially or on trust, all the debts will be payable out of all the estate so given to them," and this statement of the law was approved by JESSEL, M.R., in *Re Tanqueray-Willaume & Landau* (30 W. R. 801, 20 Ch. D. 465, 476). The testator in *Re Bate* specifically devised his real estate, but the court decided in that case also that the debts were charged on the real estate: 43 Ch. D., at p. 601. The apparent conflict of these two authorities was the subject of discussion in *Re Butler, Le Bas* v. *Herbert* (1894, 3 Ch. 250), where KEKEWICH, J. (see p. 256), considered the bearing of *Re Stokes* on *Re Bate*, but the decision, going on other grounds, left the matter much where it was. In *Re Salt*, the charge of debts being admitted, CHITTY, J., following *Re Stokes*, held that the legatee was entitled to have the assets marshalled on the simple ground that the creditors having two funds and the legatee only one fund, the creditors were not to be allowed to disappoint the legatee by their election: see Lord ELDON's statement of the rule in *Aldrich* v. *Cooper* (8 Ves., at p. 396).

EVER SINCE the decision of CAIRNS and TURNER, L.JJ., in *Gardner* v. *London, Chatham, and Dover Railway Co.* (15 W. R. 325, L. R. 2 Ch. 201) it has been settled law that the debenture-holders of a railway company have no right to have the property of the company sold in order to satisfy their debentures. The debentures must be taken to be charged on the undertaking "as a going concern, with internal and Parliamentary powers of management not to be interfered with; as a fruit-bearing tree, the produce of which is the fund dedicated by the contract to secure and to pay the debt." In the recent case of *Marshall* v. *South Staffordshire Tramways Co.* (*ante*, p. 414) the question arose whether the same principle applied to a tramways company formed under the Tramways Act, 1870. In *Gardiner's case* CAIRNS, L.J., observed that when Parliament, acting for the public interest, authorizes the construction and maintenance of a railway, it confers powers and imposes duties and responsibilities of the largest and most important kind, and it confers and imposes them upon the company which Parliament has before it, and upon no other body of persons. And, further, that Parliament contemplated the maintenance of the railway under the management of the company. In *Blaker* v. *Herts and Essex Waterworks Co.* (37 W. R. 601, 41 Ch. D. 399) KAY, J., held that similar considerations applied in the case of a waterworks company, and the Court of Appeal have now affirmed the judgment of KEKEWICH, J., extending the principle to a tramways company. The question is really one of the interest of the public in the maintenance and working of tramways. In this respect tramways do not rival the importance of railways, but, as was pointed out in the judgment of the court delivered by LINDLEY, L.J., the Tramways Act recognizes that the public are interested in tramways in a manner in which they are not interested in an ordinary commercial company, and one of the provisional orders in the present case imposed specific duties upon the tramways company in respect of the number of cars run and in respect of cheap fares. Under these circumstances it was held that the charge created by the debentures was on the undertaking as a going concern, and that the ordinary right to have the charge enforced by sale did not exist.

THE DECISION of STIRLING, J., in *Re Pyle* (43 W. R. 420) is an addition to the cases in which the application of the rule in *Lawes* v. *Bennett* (1 Cox, 167) has been avoided on the ground of a special intention appearing in the will. In *Lawes* v. *Bennett* an owner in fee made a lease with an option of purchase, and subsequently by his will gave all his real estate to A., and all his personal estate to A. and B. After his death the option was exercised, and Lord KENYON, M.R., held that the proceeds of sale formed part of the personal estate. The decision was followed by Lord ELDON in *Townley* v. *Bedwell* (14 Ves. 590), and he further held that the conversion dated from the exercise of the option, so that till that time the rents went to the heir. The same principle was recently applied to the case of an intestacy by CHITTY, J., in *Re Isaacs* (42 W. R. 685), and in

Weeding v. *Weeding* (1 J. & H. 424) it was applied where there had been a specific devise of the property in question, the will preceding the contract conferring the option of purchase. The testator, said WOOD, V.C., must be taken to have known, when he had entered into the contract, that what would ultimately form the devised estate would depend on the option of the lessee, and the inference was that he meant his property to go according to the state to which it would be reduced by the exercise of that option. On the other hand, where the contract giving the option comes first, and there is subsequently a devise of the land specifically, the testator knowing at the time of the existence of the contract, this has been held to indicate an intention on the part of the testator to give to the devisee all the interest in the property, whatever it might be, that he had. The rule to this effect, stated by WOOD, V.C., in *Weeding* v. *Weeding*, is founded on the cases of *Drant* v. *Vause* (1 Y. & C. C. C. 580) and *Emuss* v. *Smith* (2 De G. & Sm. 722). In *Re Pyle* there was first a specific devise in the will, and subsequently the will was confirmed by a codicil. On the same day that the codicil was executed the testator granted a lease of the property, with option of purchase. The option having been exercised after the testator's death, STIRLING, J., held that the case fell within the exception from the rule in *Lawes* v. *Bennett*, and that the proceeds of sale went according to the devise. It did not appear whether the codicil or the lease was executed first, but the decision went on the ground that the testator, when he executed the codicil, must have had the lease in his mind. In other words, the will, as republished by the codicil, dealt with land which was already practically subject to the option of purchase, and the devisees took whatever interest the testator had to dispose of.

LORD SELBORNE.

IN the course of the somewhat laboured eulogies pronounced in the House of Lords on Tuesday on the late Lord SELBORNE, there was one very happy descriptive remark by Lord ROSEBERY. "There was," he said, "something in his austere simplicity of manner which I think must have recalled to every onlooker something of those great lawyers of the Middle Ages who were also great Churchmen, for to me, at any rate, Lord SELBORNE always embodied that great conception and that great combination." Nothing could more admirably express the rather ecclesiastical impassiveness of manner of the former Lord Chancellor. Those who remember him as an advocate will recall the tall, slender figure standing immovable, as it were in a pulpit, and uttering in pulpit tones, with no more action than a frequent turning of the head from side to side and an occasional gesture of the arm, intended to draw the attention of the "dearly beloved brother" on the bench, a lengthy discourse, very clearly divided into "heads" and concluding with a "practical application." It will be remembered also that seldom by any chance were the keen, ferret-like eyes of the speaker directed to the bench. While he was pouring forth his carefully-framed arguments he was investigating out of the corners of his eyes the effect of his discourse on the unrepentant sinners, his opponents within the bar and in the "well" of the court. Long experience had apparently taught him to discover how far the arguments he adduced had been considered by the other side, and whether they were likely to be answered. Any sign of surprise or consternation resulted in the particular observation which caused it being diligently pressed and developed.

As an advocate Sir ROUNDELL PALMER was distinguished by admirable care, clearness of statement, and mastery of facts. He had an astonishing memory and power of arranging complicated details; and when once he had got the facts of a case so arranged, he never failed to produce them with the greatest accuracy and order, often without any reference to his brief. We should hardly say that he equalled Sir HORACE DAVEY in the exquisite skill in gliding over the weak points of his case and fixing the attention of the court on the matters which told in his favour, which was the *forte* of the last-named great advocate. He was probably inferior to Sir HUGH CAIRNS in convincing clearness, force, and terseness of argument. But in knowledge of case law, and facility of dealing with it, he has seldom been surpassed.

It is, however, with Lord SELBORNE's career as Lord Chancellor that we are mainly concerned. His characteristics as a judge seem to us to have been caution, ripe knowledge, careful avoidance of irrelevant *dicta*, and masterly dealing with decisions, for which, by the way, he shewed a most conservative regard. He was pre-eminently a "sound" judge. He always attempted, in the first place, to get to the root of the judgments formerly delivered on the subject under discussion, and to trace the progress of the formation of the branch of law with which he was dealing. Take, for instance, his judgment in *Aylesford* v. *Morris* (L. R. 8 Ch. App. 484)—a case which probably excited more public interest than any other which he had to decide. He begins by considering Lord HARDWICKE's decision in *Chesterfield* v. *Janson* (2 Ves. sen. 125) as to one form of extortion, then passed to decisions on other forms of extortion, ultimately deducing the principle that "the ordinary effect of the circumstances . . . is to deliver over the prodigal helpless into the hands of those interested in taking advantage of his weakness; and we so arrive in every such case at the substance of the conditions which throw the burden of justifying the righteousness of the bargain upon the party who claims the benefit of it." He then proceeded to apply the principle to the facts of the case before him, which he stated with admirable clearness and terseness. He concluded from these facts that the bargains between the plaintiff and the defendant were *primâ facie* oppressive and extortionate. What evidence, he asked, had the defendant given to discharge himself from the burden of proving that those bargains were, in fact, righteous? Here he carefully and elaborately considered all the evidence and arguments for the defendant, gave reasons for rejecting them, and concluded that the *onus* had not been discharged, and that the bargains must be set aside. The concluding words of the judgment, as to costs, are very characteristic. "The plaintiff has no merits of his own to plead. He comes into court to be relieved from the consequences of a course of very wilful and culpable folly and extravagance. I think him entitled to the relief which he asks, but I think it is not unjust that he should obtain it at his own cost."

Another "full dress" judgment, which may be profitably consulted, in order to see Lord SELBORNE's careful and masterly dealing with cases, is *Noble* v. *Willock* (L. R. 8 Ch. App. 778), his decision in which was afterwards affirmed by the House of Lords. But it is perhaps the judgments delivered while sitting for Lord ROMILLY in 1873, as a judge of first instance, which give the best idea of his ripe learning and all-round ability. His decisions in *Cooper* v. *Macdonald* (L. R. 16 Eq. 258), *Ayerst* v. *Jenkins* (Ib. 275), and *Freke* v. *Lord Carbery* (Ib. 461) were valuable and important additions to our judge-made law.

Lord SELBORNE, however, will be chiefly remembered as the Chancellor who was responsible for the changes effected by the Judicature Act, 1873. We suppose that most lawyers will now admit that those changes, as subsequently developed (at all events, until a comparatively recent date), have not proved to the advantage of suitors; that costs have not diminished, while uncertainty and delay in trial and appeals have increased. How far these results are due to the original scheme, or to the incessant tinkerings to which it has been subjected, or to the defaults of judicial administration, may be a question; but that a frightful cost has been imposed on suitors in working out the new procedure is sufficiently apparent from a glance through that mortuary of dry bones, the Annual Practice. The truth is, that Lord SELBORNE, with all his merits, was not a statesman, or one would have thought he would have seen that the necessary effect of abolishing a series of courts, each controlled and regulated by a chief, and substituting a conglomerate court without providing for any effective control, would be confusion, divided counsels, and *laisser faire*. No doubt in the Queen's Bench Division there was the misfortune of a Chief Justice by no means zealously attached to the new system, or willing to do much to help in its development. Probably the loss of commercial business in that division, which is a strange commentary on the efficacy of the Judicature Acts, was really due to this cause. But, however this may be, it is clear, and has

indeed been now admitted by the Legislature, that a blunder was made in constituting the judges sole tinkers of the system.

In the exercise of his judicial patronage Lord SELBORNE presented a notable contrast to his great rival, Lord CAIRNS. His appointments were generally admirable. It needs only to be mentioned that JESSEL, BOWEN, HALL, CHITTY, NORTH, and PEARSON were placed on the bench during his Chancellorships to shew with what care and skill his selections were made.

LIMITATIONS TO TRUSTEES.

IT would be natural to suppose that a limitation of hereditaments in a will to trustees and their heirs would vest in them the entire fee, leaving all other interests to take effect as equitable estates, and the law relating to the estates taken by trustees would have been greatly simplified had such been the case. But it has long been the settled rule, even in courts of law, that the existence of the trust controls the estate taken by the trustees, and although a devise is so framed as apparently to carry the fee, yet, according to the rule as originally laid down, the trustees take only so much of the legal estate as the purposes of the trust require. "It may be laid down as a general rule," said BAYLEY, J., in *Doe* v. *Nicholls* (1 B. & C. 336), that where an estate is devised to trustees for particular purposes, the legal estate is vested in them as long as the execution of the trust requires it, and no longer, and therefore as soon as the trusts are satisfied it will vest in the person beneficially entitled to it." So in *Watson* v. *Pearson* (2 Exch. 581) PARKE, B., admitted it to be certainly true that where the purposes of the trust were such as not to require a fee in the trustees, the estate given to the trustees, even when given with words of inheritance, was co-extensive only with the trust to be performed; though he observed that this rule of construction had probably created much more difficulty than it had obviated.

The rule admits of easy application in cases where the trust extends only to the life of a life-tenant or other definite period, as where there is a devise to trustees and their heirs on trust to pay the rents and profits to A. for life, and after his decease there is a devise to B. In the case both of freeholds and copyholds the trustees take the legal estate during the life of A., and upon his death it vests in B. It may be said either that the legal estate in the trustees shall be carried only so far as is necessary to effectuate the intention of the will (*Doe* v. *Barthrop*, 5 Taunt. 382), or that the estate of the trustees is limited to an estate *pur autre vie* by implication (*Baker* v. *White*, 23 W. R. 670, L. R. 20 Eq., p. 178).

The rigorous application of the rule required, however, that the legal estate in the trustees should come to an end, not only when a definite period could be assigned to it by implication, but whenever the purposes of the trust were satisfied, although the date when this would happen might be quite indeterminate. And the only way to effect this object was to regard the trustees as having a determinable fee. Thus in *Glover* v. *Monckton* (3 Bing. 13) there was a devise to trustees and their heirs on trust to raise £5,000, with limitations over, and it was held that the legal estate would continue in the trustees only until the £5,000 had been raised. But this application of the rule has not been made in more recent cases, and the principle has been adopted that the estate of the trustees is only to be cut down where the terms of the will enable it to be cut down to a definite period. In *Doe* v. *Davies* (1 Q. B. 430) lands were devised to trustees and their heirs upon certain trusts, including the raising of a sum of £80. It was held that the trustees took the immediate legal fee not determinable on the payment of the £80, the words of devise being sufficient to give a fee, and no intention appearing by the other provisions of the will to determine the estate at any particular period. The language used in some of the cases, Lord DENMAN, C.J., observed, went too far when it suggested that, if lands were devised in trust for particular purposes, the estate of the trustee ceased on the performance of the trust, in whatever terms the devise might have been framed. And PATTESON, J., laid down the rule as follows:—"If the devise be for purposes which are to last only for a certain time, the use of the word 'heirs' will not give a fee; the devise will be cut down to the time necessary for the purposes. But if a fee be given in terms with trusts which by their nature extend over an indefinite time, it is not so; if no particular time can be fixed at which the trusts shall end, the estate cannot be cut down." So in *Poad* v. *Watson* (6 E. & B. 606) it was held that words of devise to trustees and their heirs were to have their natural effect to give a fee simple, unless something shewed that it was to be cut down to an estate terminating at some time ascertained at the time of the testator's death. These cases were considered by JESSEL, M.R., in *Collier* v. *Walters* (L. R. 17 Eq. 252), and he arrived at the conclusion that the law as laid down in them was correct. The rule, therefore, is that the estate of the trustees is not necessarily terminated when the performance of the trusts comes to an end; it will have the duration naturally following from the words of devise, unless a definite limited estate can be substituted by implication from the other provisions in the will. The law being finally settled upon this intelligible footing, it was not necessary to interfere with it by the Wills Act, 1837, and sections 30 and 31 do not appear to affect the case.

An interesting application of the rule has been made by STIRLING, J., in the recent case of *Re Townsend's Contract* (43 W. R. 392). A testator devised all his freehold and copyhold estates at H. to trustees and their heirs upon trust to pay the rents and profits to A. for life, and after her death to stand seised or possessed of the estates in trust for such person or persons as she should by will appoint, and in default of appointment the testator gave the estates to A., her heirs and assigns. The testator died in 1861, and after his death the trustees were duly admitted tenants to the devised copyholds. A. died in 1893, having by her will directed her trustees to sell all the copyhold estates at H., and to assure the same to the purchaser. A sale was made accordingly under conditions which stated that all the trustees of the original testator were dead. The purchaser took the objection that the fee had been vested in them, and that, until their successors in title had been admitted, there was no one who could surrender the copyholds. The vendors replied that the legal estate was vested in the trustees of the original testator only for the life of A., and that subsequently it vested in the purchaser as appointee under her will. It seems to be a point of some nicety whether the direction to sell and assure to the purchaser in A.'s will was an exercise of her power of appointment, or whether it took effect with reference to the estate limited to her in default of appointment, but STIRLING, J., adopted the former view. Hence in the events that happened the devise was to the trustees and their heirs upon trust for A. for life, and after her death to stand possessed of the copyholds in trust for the purchaser. It was held that this direction to stand possessed for the purchaser required the estate to be in the trustees after the death of A. Consequently the fee was vested in them, and the purchaser's objection was good.

Apparently the result would have been the same had the direction been to stand possessed for an ascertained person—say C.—immediately on the death of A. A similar direction to stand seised of freeholds would vest the estate in C., for the analogy of the Statute of Uses supplies the want of a direct devise. But the statute does not apply to copyholds, and in order to cut down an absolute interest in copyholds given to trustees it seems to be necessary that there should be a direct devise to the beneficiary taking after the tenant for life. On this ground STIRLING, J., distinguished the case before him from *Doe* v. *Barthrop* (*supra*).

Mr. Justice Grantham has fixed the following commission days for the Summer Assizes on the Home Circuit:—Maidstone, Wednesday, 29th of May, civil business being taken the following Tuesday; Guildford, Monday, 10th of June, civil business on Wednesday, the 12th. The following commission days have also been fixed—viz., North Wales Circuit (Mr. Justice Lawrance)—Newtown, Wednesday, 29th of May; Dolgelly, Friday, 31st of May; Carnarvon, Monday, 3rd of June; Beaumaris, Friday, 7th of June; Ruthin, Monday, 10th of June; Mold Thursday, 13th of June; Chester, Saturday, 15th of June; Swansea, Friday, 21st of June. South Wales Circuit (Mr. Justice Collins)—Haverfordwest, Friday, 31st of May; Lampeter, Monday, 3rd of June; Carmarthen, Thursday, 6th of June; Brecon, Monday, 10th of June; Presteign, Thursday, 13th of June; Chester, Saturday, 15th of June; Swansea, Friday, 21st June.

LEGISLATION IN PROGRESS.

MARINE INSURANCE.—The Lord Chancellor has introduced a Bill for codifying the law relating to marine insurance. The Bill has been read a first time.

MARKET GARDENERS' COMPENSATION.—The Market Gardeners' Compensation Bill as amended (*ante*, p. 360) has been read a third time in the House of Commons.

COSTS UNDER THE LANDS CLAUSES ACTS.—The Lands Clauses (Taxation of Costs) Bill has been read a third time in the House of Commons.

CORRUPT AND ILLEGAL PRACTICES AT ELECTIONS.—The object of the Corrupt and Illegal Practices Prevention Act (1883) Amendment Bill, as stated in the prefatory memorandum, is to prevent the growing practice of making, during an election contest, false statements affecting the personal character and conduct of a candidate. The only means at present, it is said, of attempting to secure any remedy, is by bringing an action for slander. But such action only lies where the slander suggests that a criminal act has been committed, and the Bill proposes to create a new remedy. It is admitted, however, that great care must be taken not to exceed the limits necessary for repression. The slanderous statements dealt with are those relating to the personal character and conduct of the candidate, and the making of such statements, if they are untrue in fact, will constitute an illegal practice. Thus clause 1 provides that "any person who, before or during an election, shall, for the purpose of affecting the return of any candidate at such election, make any false statement of fact in relation to the personal character or conduct of such candidate shall be guilty of an illegal practice within the Corrupt and Illegal Practices Prevention Act, 1883, and shall be subject" to the penalties of the Act—that is, to a fine not exceeding £100 to be recovered on summary conviction, and incapacity for five years to be registered as an elector in the constitutency in which the illegal practice has been committed (section 10 of the Act of 1883). But by clause 2 no person is to be deemed to be guilty of such illegal practice if he can shew that he had reasonable grounds for believing, and did believe, that the statement made by him was true. And a candidate is not to be affected by any illegal practice under the Bill committed by an agent, other than his election agent, unless he or his agent has authorized or consented to the illegal practice, or has paid for the circulation of the false statement, or unless upon the hearing of an election petition it appears that the election of the candidate was procured or materially assisted in consequence of the making or circulating of the false statement. The Bill, which has been introduced by Mr. T. H. BOLTON, has been read a second time and referred to the Grand Committee on Law.

REVIEWS.

PERSONAL PROPERTY.

PRINCIPLES OF THE LAW OF PERSONAL PROPERTY, INTENDED FOR THE USE OF STUDENTS IN CONVEYANCING. By the late JOSHUA WILLIAMS, Q.C. The FOURTEENTH EDITION, by his son, T. CYPRIAN WILLIAMS, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

This edition of Williams on Personal Property contains a great deal of new matter, and by that we do not mean simply additional matter. The original text has been extensively altered. As the editor says in the preface, he has ventured to work with a free hand, and while following the main design of the original book, he has not scrupled to re-write, to add, or to excise, wherever he has judged it expedient to do so, with the result that the book now contains a very large proportion of his own work. The change thus effected is at once apparent upon turning to the introductory chapter, which is quite new. Mr. Cyprian Williams has here faced the problem of reconciling the modern conception of property with the actual recognition of property in the history of the English law. Property is ordinarily accompanied by the right to possession, and if the owner is wrongfully out of possession he is entitled to recover possession against all the world. With respect to land this principle was from the earliest times established by real actions—by the writ of right and by the assizes and writs of entry. All these rested upon the principle that where possession was wrongfully withheld the land must be specifically restored. It should have been the same with chattels, but the law was for a long time content to leave the dispossessed owner with a remedy in damages simply, and it is only gradually that he has acquired an unconditional right to enforce delivery of the goods. Mr. Williams traces the development of the law in this respect through the actions of trespass, replevin, detinue, and trover, and he has accomplished the task at once with learning and with clearness. The discussion is profitable for students, and readers who desire to study the subject more fully will find ample guidance in the notes, which are liberally supplied. The latter part of the chapter contains a careful explanation of the distinction between things in possession and things in action. The work of the editor is equally apparent in the chapters which treat of ownership, with or without possession, and of the acquisition and transfer of ownership, and he has availed himself of the most recent contributions to the learning of these subjects. In spite, however, of the changes which have been made, the whole book is shorter by fourteen pages than the previous edition. We are glad that this standard work has an editor of at once sufficient ability and courage to keep it abreast of legal knowledge and research, and so to entitle it to maintain the position it has for so many years enjoyed.

LAW QUARTERLY REVIEW.

THE LAW QUARTERLY REVIEW. Edited by Sir FREDERICK POLLOCK, Bart. April. Stevens & Sons (Limited).

The current number of the *Law Quarterly Review* contains a careful and learned discussion by Mr. Salmond of the doctrine of the law of nature. For practical purposes the doctrine is useless. "The history of the doctrine of natural law," Mr. Salmond says, quite correctly, "is for the most part but a chapter in the history of human error." It arises from a confusion partly between law as it is and law as it ought to be, and partly between jurisprudence and ethics. The doctrine is of importance, however, to students of jurisprudence, and such will find Mr. Salmond's article very valuable. Professor Holland contributes an appreciative notice of the late W. E. Hall, from which it appears that the study of international law represented only one side of a life filled with very various pursuits. Mr. Arthur Cohen, in "Notes on Insurance Law," criticizes certain statements with respect to express warranties and bottomry contained in the text-books on marine insurance, and Mr. T. K. Nuttall, in "Maintenance and Education," continues a discussion which has been going on in recent numbers of the review. The question of freedom of contract in mortgages is well worth the care with which Mr. E. C. C. Firth has examined the tendency of the authorities. The rule that the right of redemption may not be clogged by any collateral stipulation in favour of the mortgagee has been decisively affirmed by the House of Lords in the *Marquis of Northampton's case*, and it can only be altered by the Legislature; but, as Mr. Firth points out, the repeal of the usury laws has enabled the mortgagee to demand any advantage he chooses in the way of interest, and it is a plausible opinion that the time has come for relaxing the other fetters which the law has imposed upon him, and for allowing to mortgage agreements the freedom which is an incident of contracts generally. "Land Holding in Colonial North Carolina" forms the subject of an article by Mr. J. Spencer Bassett, and the position of British litigants before the French courts is discussed by Mr. Malcolm McIlwraith. Dr. Courtney Kenny contributes a further article on Bentham's influence in Spain, this time in the form of an account of Toribio Nuñez, whose efforts to introduce Bentham's doctrines into that country were assisted and applauded by Bentham himself. And in an article under the title of "One Man Companies" Mr. Edward Manson defends the formation of private companies under the protection of the Companies Acts, subject only to certain suggested changes as to the issue of debentures. The borrowing powers of limited trading companies, whether public or private, should, he says, be limited to one-half, or at most two-thirds, of the company's property, and measures should be taken to secure that all persons dealing with the company shall have the means of knowing the extent to which the property of the company is mortgaged or charged. Possibly these proposals do not go far enough, but the principle of private companies has proved so popular that there is no doubt of its continued acceptance, with such modifications in details as may be found necessary.

OFFICE ROUTINE.

THE SOLICITORS' CLERK: A HANDY BOOK UPON THE ORDINARY PRACTICAL WORK OF A SOLICITOR'S OFFICE, WITH PRECISE INSTRUCTIONS AS TO THE PROCEDURE IN CONVEYANCING MATTERS AND THE PRACTICE OF THE COURTS. By CHARLES JONES, Managing Clerk to Messrs. Lewis & Russell, Solicitors, Cheltenham. THIRD AND REVISED EDITION. Effingham Wilson.

Mr. Jones's work describes in detail the ordinary routine work in a solicitor's office, and clerks who are just entering upon their duties will find it interesting and instructive. The information it contains is to a large extent elementary, but even on elementary points it is convenient to have printed guidance, and Mr. Jones does not content himself with abstract disquisition. He fixes the reader's attention by giving to each transaction he describes, whether it be a matter of conveyancing, or an action in the High Court or the county court, the semblance of reality. This method makes the book easy to read and easy to remember. Useful tables and forms are given with respect

to costs and other matters. The popularity of the work is shewn by the fact that it has already reached a third edition, and this popularity it is likely to maintain.

BOOKS RECEIVED.

The French Civil Code, with the various Amendments thereto, as in force on March, 15, 1895. By HENRY CACHARD, B.A., and Counsellor-at-Law of the New York Bar. Stevens & Sons (Limited).

A Concise Alphabetical Digest of all the Cases Reported in the Law Journal Reports and Notes of Cases, the Law Reports and Weekly Notes, the Law Times Reports and Law Times Newspaper, the Weekly Reporter and Solicitors' Journal, and the Times Law Reports during the period from Jan. 1 to March 30, 1895. With numerous Cross-references and a Complete Table of Cases. Stevens & Sons (Limited).

A Digest of the Questions asked at the Final Pass Examination of Articled Clerks on all the Subjects from the Commencement of the Examinations to the Present Time, with Answers. Also a Time-table in an Action, and Directions for and Mode of Proceeding at the Examination. With the Rules of the Honours Examination. By RICHARD HALLILAY, Esq., Barrister-at-Law. Sixteenth Edition. Horace Cox.

The Law and Practice of Rating. By EDWARD JAMES CASTLE, Q.C. Third Edition. Stevens & Sons (Limited).

The Patents, Designs, and Trade-Marks Acts, 1883 to 1888. Consolidated with an Index, by LEWIS EDMUNDS, D.Sc., LL.B., Barrister-at-Law. Second Edition. Stevens & Sons (Limited).

CORRESPONDENCE.

THE EFFECTS OF THE DECISION IN *RE BURDEKIN*.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to your report of *Re Burdekin* (*ante*, p 452), and to your observations thereon under the head of "Current Topics" in your last issue, I should like to point out two important corollaries to that decision.

1. It being decided that purchases under the Public Health Act are purchases under the Lands Clauses Consolidation Act, by reason of its incorporation, it follows that, in the absence of an agreement with respect to costs, the purchasers will have to pay the vendor's costs of the conveyance and of deducing title, under section 82 of the latter Act. This view of the matter was fully considered by the Court of Appeal, although it did not actually arise in *Re Burdekin*, because there was an express agreement for payment by the purchasers of the vendor's costs.

I have been concerned for a local authority in a good many purchases under the Public Health Act, and I have never once been asked to pay vendors' costs in the absence of agreement. I think, therefore, that in this respect the decision will be somewhat of a surprise to the profession.

2. My second point is that, not only will the vendor's costs have to be made out in detail under Schedule 2 of the Solicitors' Remuneration Order, but the costs of the clerk or solicitor to the purchasing authority will also have to be made out on the same principle. In *Re Burdekin* it was expressly held by the court that the words of rule 11 to Schedule I. of the Order, "in cases of *sales* under the Lands Clauses Consolidation Act" included the whole transaction, and were not to be limited to the transaction as regarded from the vendor's point of view. This expression of opinion arose on an argument of counsel that, although the *purchase* was made under the authority of the Lands Clauses Act, yet the *sale* was not made under that Act, because the vendor was *sui juris*, and sold to the authority just as he would sell to any private purchaser, an argument which the court unhesitatingly overruled.

Here, again, the decision will alter what in my experience has been the practice, namely, for the costs of the purchasers' solicitor to be taxed according to the scale (Schedule I.).

I will add that I was in no way concerned in *Re Burdekin*, but being engaged in the next case I happened to hear the arguments and judgment.

W. H. W.

May 7.

THE LAND TRANSFER BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I cannot but think that our limitation of the fight against this Bill to our professional brethren is a mistake. In this town, one of the great industrial centres of England, we are laying the facts before the banks, land and building societies, and commercial institutions, with the result that they are all passing resolutions against the Bill. Surely this can be done in other towns, and a most effective protest thus made.

May 7. AN EX-PRESIDENT OF A COUNTRY LAW SOCIETY.

CASES OF THE WEEK.

Court of Appeal.

DODDS (Appellant); ASSESSMENT COMMITTEE OF THE SOUTH SHIELDS UNION (Respondents)—No. 1, 1st May.

POOR RATE—RATEABLE VALUE—PUBLIC-HOUSE—EVIDENCE OF TENANT'S PROFITS.

Case stated by the quarter sessions for the county of Durham upon an appeal against a poor rate or assessment for the parish of Westoe. The appellant was rated as the occupier of a public-house in the parish as tenant from year to year at an annual rent of £315 10s., and he was assessed at £500 gross estimated rental and £416 10s. rateable value. The ground of the appeal was that he was overrated. At the hearing of the appeal the respondents' counsel proposed, by cross-examination of the appellant's witnesses and by examination in chief of the respondents' witnesses, to give evidence of the amount of the average weekly takings of the appellant in the public-house. The quarter sessions rejected the evidence and allowed the appeal, reducing the assessment to £348 gross estimated rental and £290 rateable value, subject to a case for the opinion of the court as to whether the evidence had been rightly rejected. The Divisional Court (Wills and Wright, JJ.) held that the evidence had been rightly rejected, and dismissed the appeal. The assessment committee appealed.

THE COURT (Lord ESHER, M.R., and A. L. SMITH and RIGBY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the rateable value was what a tenant from year to year would give for the premises. That meant what an ordinary tenant would be likely to give, not what he could afford to give. The nature of the tenement, its size and situation, would be considerations to be taken into account by a tenant in fixing the rent. The amount of the profits made on the premises was, as a general rule, immaterial. Therefore, as regards dwelling-houses or ordinary business or shop premises, the question was, What would ordinary tenants give for similar premises in a similar situation? The rent which such premises would fetch in the market would be the criterion. That was the general rule. But it was said that this was an exceptional case, in which the question of profits could be gone into. The leading case was *Mersey Docks and Harbour Board* v. *Overseers of Liverpool* (22 W. R. 184, L. R. 9 Q. B. 84), where Blackburn, J., said that the actual profits earned were not material, and he gave as instances the case of a shop in Cheapside or chambers in the Temple. But he said that there were exceptional cases, such as the Liverpool Docks, for there were no other docks with which they could be compared so as to find out what a tenant would give for them. Therefore, to find out that it must be ascertained what a tenant could afford to give. That exceptional mode of ascertaining the rateable value was also applied to the case of a racecourse in *Reg.* v. *Verrall* (24 W. R. 139, 1 Q. B. D. 9), and to refreshment-rooms at a railway station in *Clark* v. *Fisherton-Angar* (29 W. R. 334, 5 Q. B. D. 139). There was nothing, however, exceptional about a public-house in a town where there were other public-houses. Evidence could be given of the rent which similar public-houses in a similar situation would fetch in the market. Therefore the ordinary rule applied, whether the public-house was a tied house or not, and the evidence of the profits earned was rightly excluded.

A. L. SMITH and RIGBY, L.JJ., concurred.—COUNSEL, *Balfour Browne*, Q.C., and *R. Cunningham Glen*; *J. Lawson, Walton*, Q.C., and *Strachan*. SOLICITORS, *Rowcliffes, Rawle, & Co.*, for *Newlands & Newlands*, Newcastle-upon-Tyne; *Godden, Son, & Holme*, for *Mabane & Graham*, South Shields.

[Reported by W. F. BARRY, Barrister-at-Law.]

Re **THE MERSEY RAILWAY CO.**—No. 2, 2nd May.

RAILWAY COMPANY—BORROWING POWERS—DEBENTURE STOCK—MORTGAGE—PRIORITY—COMPANIES CLAUSES ACT, 1863 (26 & 27 VICT. c. 118), PART III., ss. 23, 24—RAILWAY COMPANIES ACT, 1867 (30 & 31 VICT. c. 127), s. 4.

This was an appeal by the Debenture Corporation (Limited) from a decision of Stirling, J. Under a special Act passed in 1866 the Mersey Railway Co. was empowered to borrow money to the extent of £116,600 on mortgage or debenture, and to create and issue debenture stock. Under another special Act passed in 1871 the company was empowered to borrow money on mortgage to the extent of £100,000. By another special Act passed in 1882 the company was empowered to borrow money on mortgage to the extent of £90,000. By section 46 of that Act "all mortgages granted by the company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted, have priority over any mortgages granted by virtue of this Act, but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the company"; and by section 47, "the company may create and issue debenture stock, subject to the provisions of Part 3 of the Companies Clauses Act, 1863, but, notwithstanding anything therein contained, the interest of all debenture stock and of all mortgages at any time after the passing of this

Act created and issued under this or any subsequent Act shall, subject to the provisions of any subsequent Act, rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorized), and shall have priority over all principal moneys secured by such mortgages." The special Acts of 1866 and 1882 incorporated Part 3 of the Companies Clauses Act, 1863, which relates to debenture stock. Section 23 of that Act (which is in Part 3) provides that "debenture stock, with the interest thereon, shall be a charge upon the undertaking of the company prior to all shares or stock of the company." And by section 24 (also in Part 3), "the interest on debenture stock shall have priority of payment over all dividends or interest on any shares or stock of the company . . . and shall rank next to the interest payable on the mortgages or bonds for the time being of the company legally granted before the creation of such stock, but the holders of debenture stock shall not as among themselves be entitled to any preference or priority." Subsequent special Acts conferred further borrowing powers on the company, with the creation of additional debenture stock. The company, not being in a position to exercise its borrowing powers until 1883, by resolution dated the 19th of April, 1883, authorized the directors to create and issue stock "for the whole or any portion of the money which the directors are authorized by their several special Acts to raise on mortgage or bond." Accordingly £116,600 was borrowed, and perpetual 5 per cent. debenture stock was issued to that amount. In 1884 the company borrowed a further sum of £100,000, under its special Act of 1871, and issued 4½ per cent. debenture stock to the amount. Under its Act of 1882 and subsequent special Acts the company again borrowed further sums amounting to £360,000. Upon a petition under the Railway Companies Act, 1867, s. 4, receivers and managers of the undertaking were appointed, and inquiries were directed to ascertain the priorities of the various debenture stocks. The chief clerk certified that the priorities were as follows:—(1) £116,600; (2) £100,000; (3) £360,000. The Debenture Corporation, the present appellants, holders of £220,000 of the £360,000, applied to vary the certificate, contending that all the holders of debenture stock, whenever issued, must rank *pari passu*. Stirling, J., affirmed the chief clerk, and held that section 24 of the Companies Clauses Act, 1863, applied only to priority as between the holders of a particular issue of debenture stock and not as between different issues, and followed the principle laid down in *Harrison* v. *Cornwall Minerals Railway Co.* (29 W. R. 258, 16 Ch. D. 66, 18 Ch. D. 334, 30 W. R. Dig. 37). His lordship further held that though the company had no power under their Act of 1871 to create debenture stock, yet they had power to do so under section 24 of the Railway Companies Act, 1867.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., stated the facts shortly, and the nature of the company's special Acts of Parliament. He said that the Companies Clauses Act, 1863, was passed to amend the Companies Clauses Act, 1845. Section 23 of the Act of 1863, which was in Part 3 of the Act, and related to debenture stock, must mean that those provisions were to be applied to the special Acts which authorized the company to borrow under its special Acts. Therefore the first objection failed. Even if there were any difficulty, it would be entirely removed by section 46 of the Act of 1882. The second point was, that under the special Act of 1871, which authorized the company to borrow money, there was no authority to raise it by the issue of debenture stock. The short answer was that the Railway Companies Act, 1867, did authorize it. The third point was that £50,000, part of the £116,600, was over issued; Stirling, J., came to the conclusion that this was not an over issue, and his lordship agreed with him. His lordship came to the conclusion that the appeal must be dismissed.

LOPES and KAY, L.JJ., gave judgment to the same effect. Appeal dismissed with costs.—COUNSEL, *Buckley*, Q.C., and *Theobald*; *Phipson Beale*, Q.C., and *Edward Ford*; *Haldane*, Q.C., and *Macnaghten*; *Butcher* and *Austen Cartmell*. SOLICITORS, *Linklater & Co.*; *Le Brasseur & Oakley*; *McDiarmid & Feather*; *Deacon, Gibson, & Medcalf*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

Re **HODGKINSON, HODGKINSON** *v.* **HODGKINSON**—No. 2, 7th May.

TRUSTEE—COSTS—RETAINER—ORIGINATING SUMMONS—ORDER MAKING "NO ORDER AS TO COSTS"—EFFECT OF ON TRUSTEE'S RIGHT TO RETAIN—R. S. C., LXV., 1.

Appeal from Kekewich, J. On the 7th of August, 1893, Kekewich, J., made an order on an originating summons taken out by the tenant for life under a will, the defendant being the sole trustee and executor of the will. The order contained a statement that the judge did not think fit to make any order as to costs. The defendant subsequently claimed to retain the amount of his costs out of the trust funds subject to the will, and on the 21st of December, 1894, another originating summons was taken out asking for a decision on the question whether or not he was entitled to do so. On the 9th of February, 1895, Kekewich, J., decided that, in the face of the order of the 7th of August, 1893, the trustee was not entitled to retain the amount of his costs. The trustee, having obtained leave, if necessary, appealed. He contended that the order of the 7th of August, 1893, was not inconsistent with his claim to retain these costs out of the trust fund, and that the common form of "no order as to costs" was not a sufficient active exercise of discretion on the part of the judge to deprive him of costs to which he was entitled under ord. 65, r. 1, unless specially deprived of them. For the respondents, the beneficiaries under the will, it was contended that the judge had jurisdiction to deprive the trustee of his costs, and had effectively done so by the order in question, and the following cases were referred to: *Re Medland* (37 W. R. 753, 41 Ch. D. 476), *Re Love* (33 W. R. 449, 29 Ch. D. 348), and *Re Peddoe* (41 W. R. 177; 1893, 1 Ch. 547).

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that the appellant contended that the words in question, "the judge did not think fit to make any order as to costs," had no meaning at all, that the order would have the same effect, whether those words were in it or not. His lordship could not take that view. The words were a common form, and meant that the judge had given his attention to the question of costs, and, being asked to give costs, had declined to make an order to that effect. The result was that each party paid his own. It was said that the order was not inconsistent with the trustee's right to retain, but, in his opinion, quite apart from the learned judge's own view, upon the true construction of the order it negatived the trustee's right to retain. The appeal must be dismissed, with costs.

LOPES and KAY, L.JJ., concurred.—COUNSEL, *J. M. Stone*; *J. W. Manning*. SOLICITORS, *G. F. Hudson, Matthews, & Co.*, for *John Bamford, Son, & Matthews*, Ashbourne; *C. E. Beal*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

High Court—Chancery Division.

Re **SALT, BROTHWOOD** *v.* **KEELING**—Chitty, J., 3rd May.

ADMINISTRATION—MARSHALLING ASSETS—PECUNIARY LEGACY—REAL ESTATE CHARGED WITH DEBTS.

Summons. By his will, dated in 1891, Samuel Salt, brewer, after directing payment of his funeral expenses and debts, gave to his son Samuel £1,500 in addition to his share of the said testator's estate, and gave, devised, and bequeathed all his real and the residue of his personal estate upon trusts for realization and conversion and investment of net proceeds, and to pay the income to his wife during her life, and after her death to convert his whole estate into money and divide the same equally between his children, including his said son Samuel. The testator died on the 15th of December, 1891, and his will was shortly afterwards proved by the executors named therein. The testator's widow died on the 10th of December, 1893. The realisation of the testator's estate did not take place until after the widow's death, when it was found that the personal estate was not sufficient for the payment of the testator's debts, which included considerable trade liabilities. The real estate of the testator realized nearly £8,000 net. The testator's son Samuel died on the 23rd of October, 1893, and his administratrix was made a defendant in the above-named application. The question arose whether she was entitled to have the estate of the testator marshalled so as to throw the whole of the funeral expenses and debts upon the testator's real estate. *Re Stokes, Parsons* v. *Miller* (67 L. T. 223, 41 W. R. Dig. 3) was relied on as authority for marshalling; *Re Bate, Bate* v. *Bate* (43 Ch. D. 600, 38 W. R. Dig. 6) was cited *contrà*.

CHITTY, J.—In my opinion the legatee is entitled to have the assets marshalled. The creditors have two funds to which they can resort; the legatee has one fund only. The creditors ought not to be allowed to disappoint the legatee by their election. I follow the decision of Stirling, J., in *Re Stokes*, whose reasoning appears to me to be entirely in accord with the principles of the court.—COUNSEL, *Seddon*; *Lovett*, Q.C., and *O. L. Clare*; *Byrne*, Q.C., and *Dunham*; *Wadsworth*. SOLICITORS, *Charles Robinson & Co.*, for *A. G. Hooper*, Dudley.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **DELANY, DELANY** *v.* **DELANY**—Chitty, J., 6th May.

WILL—CONSTRUCTION—SURVIVE—LIVE AFTER.

Devise, after the death of A., to all the children of A., with benefit of survivorship in case of the decease of a child under twenty-one. One of the children died under twenty-one, and after his death another child was born who attained twenty-one. The question arose whether the last-mentioned child could share in the gift over. Counsel for the afterborn child contended that "survive" meant "live after" (*Re Clark*, 12 W. R. 898, 13 W. R. 115, 3 De G. J. & S. 111).

CHITTY, J., said the construction turned on the meaning of the word "survivorship." The children took vested interests at birth, liable to be divested at death under twenty-one in favour of the survivors. Now, the common meaning of "survivor" implied two lives running together. It would be a very forced use of the expression to say that Queen Victoria survived William the Conqueror. In one case—viz., *Re Clark*—it was held that "survive" meant "live after." With great respect his lordship would say that that decision was right on the particular will. In the case before him there was no sufficient context to say that an unusual meaning ought to be adopted.—COUNSEL, *Byrne*, Q.C., and *J. A. Hay*; *Farwell*, Q.C., and *Melville Dale*. SOLICITORS, *Patersons, Sons, & Candler*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

KUHNE *v.* **HUDSON**—North, J., 7th May.

WILL—DEVISE OF LAND TO PERSONS ENTITLED UNDER STATUTE OF DISTRIBUTIONS.

A testator who was entitled to a sixth share of real and personal estate settled this share, but the word "heirs" not being used in the deed, North, J., held that only an estate for the life of the trustee was conveyed in the realty. In 1882 the testator made a will containing the following words:—"I give, devise, and bequeath all my property, real and personal, to my wife Emilia and her heirs upon trust for the person or persons who, under the Statute of Distribution of the Effects of Intestates, would have been entitled thereto if I had died intestate, such persons to take, if more than one, in equal shares." The testator left two daughters, and a son

born after the date of the will. It was argued that the land as well as the personalty went to the next of kin. For the heir-at-law it was contended that there was a resulting trust in his favour, and *Dunnage* v. *White* (1 J. & M. 583) and *Longley* v. *Longley* (L. R. 13 Eq. 133) were cited.

NORTH, J., said that the testator seemed to think that the Statute of Distributions had as much to do with real as with personal estate. He did not think he had any special affection for the statute in preference to the common law, but meant the law to divide his estate for him. He directed his estate to go in the way the law would divide it. The whole real estate was vested in the widow on trust for the heir.—COUNSEL, *Hadley*; *E. Ford*; *Challis*. SOLICITORS, *Gadsden & Treherne*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re **THE MERSEY RAILWAY CO.**—Stirling, J., 4th May.

PRACTICE—RAILWAY COMPANIES ACT, 1867 (30 & 31 VICT. c. 127), s. 4—APPLICATION OF COMPANY'S MONEYS—PROMOTION OF BILL IN PARLIAMENT.

This was an application by summons that the receivers and managers of the Mersey Railway Co., who were appointed under the Railway Companies Act, 1867, might be at liberty to spend a certain sum of money in promoting the Mersey Railway Bill, 1895, in Parliament. By such Bill it was proposed to substitute electricity for steam as the motive power. The summons was argued in chambers and was supported by the first debenture-holders, but opposed by the second debenture-holders.

STIRLING, J., delivered judgment in court, and held that the proposed application of the money did not fall within the scope of the 4th section of the Railway Companies Act, 1867, that it was in reality an application to vary the mode in which the affairs of the company were to be carried on, nor was it in the nature of salvage. If all the parties had consented he would probably have sanctioned the proposed application of the money, but apart from consent he had no jurisdiction to sanction it.—COUNSEL, *Butcher*; *E. Ford*; *Theobald*. SOLICITORS, *Gibson & Metcalf*; *Le Brasseur & Oakley*; *Linklater & Co.*

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

RICHARDS *v.* **DUNN**—Kekewich, J., 8th May.

COSTS—SPECIFIC PERFORMANCE—AGREEMENT FOR TENANCY WITH RIGHT OF PRE-EMPTION—POSSESSION—LONDON AGENT AND COUNTRY SOLICITOR—OFFER TO SETTLE.

This was an action for specific performance of an agreement to purchase a house. There was no defence to specific performance, but two points were argued and decided with reference to costs. The purchaser, on the 31st of May, 1894, entered into a tenancy agreement from the 24th of June next, and reserved a right of pre-emption. A few days after a third person offered to purchase, and the tenant exercised his right of pre-emption, and on the 9th of June contracted to purchase, possession to be given on the 18th of June. Possession was, in fact, given about the 14th.

KEKEWICH, J., held that the tenancy agreement created an estate which must be duly determined by notice, and that the purchaser must be treated as being in possession as tenant and not as purchaser.

In the course of the proceedings the London agents of the purchaser offered, by a letter to the London agents of the vendor, to accept certain terms in settlement of the action, which the judge considered ought to have been accepted. The London agents of the vendor merely acknowledged receipt of the letter, and forwarded it to the vendor's proper solicitor at Cardiff. It reached him at the same time as a letter two days later in date from the purchaser's solicitor which qualified the offer.

KEKEWICH, J., held that the London agents' offer ought to have been accepted, and that the vendor must pay costs on that footing.—COUNSEL, *J. Ashton Cross*; *E. Ford*. SOLICITORS, *Tamplin, Tayler, & Joseph*, for *W. Bradley*, Cardiff; *Wrentmore & Son*, for *Herbert J. Fisher*, Cardiff.

[Reported by F. T. DUKE, Barrister-at-Law.]

BISHOP *v.* **SMYRNA AND CASSABA RAILWAY CO.**—Kekewich, J., 7th May.

COMPANY—WINDING UP—UNDIVIDED PROFITS—GENERAL ASSETS—PREFERENCE SHAREHOLDERS.

This was a motion (by consent treated as the trial of the action) by the plaintiff on behalf of himself and all the other preference shareholders in the Smyrna and Cassaba Railway Co., now in liquidation, for an injunction to restrain the company and its liquidator from making any distribution to the ordinary shareholders out of the balance of £22,295 6s. 1d., to the credit of the company's revenue account for the six months ending the 30th of June, 1894, or out of any assets of the company representing profits, until there had first been paid thereout the dividends and arrears of dividends on the preference shares down to the commencement of the liquidation. The company, which was incorporated in 1864, had for its object the construction and working of a line of railway in Asia Minor from Smyrna to Cassaba with a branch to a village named Bournabat, for which a concession and firman had been granted by the Sultan of Turkey. The nominal capital of the company was £800,000, divided into 14,000 preference shares and 26,000 ordinary shares of £20 each. The preference shares carried a dividend of seven per cent. per annum. On the 16th of July, 1894, the company went into voluntary liquidation. It was not disputed that there were arrears due to the preference shareholders, nor that the larger portion of the sum of £22,295 6s. 1d. was revenue derived from the actual working of the railway which had not been divided, but had been carried to a "reserve fund." But while the plaintiff contended, relying on *Re Bridgewater Navigation Co.* (1891, 2 Ch. 317; 39 W. R. Dig. 56) and *Verner* v. *General and Commercial Trust* (42 W. R. 384; 1894, 2 Ch. 239), that he was entitled to have the arrears of interest paid out of the revenue gained, just as if the company were a going concern: *Griffith* v. *Paget*. Defendants maintained that the assets should be applied (1) in payment of debt, (2) in payment of costs of liquidation, (3) in return of capital to the shareholders.

KEKEWICH, J., said that the word "profits," like many other words in the English language, was capable of more than one meaning, and was often, and properly, used in more than one sense; and his lordship thought that the two different senses in which the word "profits" was used formed the key to the solution of the difficulty in the present case. One ordinary meaning of the word "profits" defined the sum which periodically—whether half-yearly, yearly, or at any other period of time as fixed by agreement—was divisible among partners—including of course members of a company—as income. Sometimes the expression used was "net profits," in order to distinguish it from "gross profits." It was the sum which, on properly taking accounts, and deducting expenses, was ascertained to be the sum made by trading, and as such to be distributable among the parties entitled. But the word "profits" was also properly used in another sense. On winding up a concern, you had first to pay all the debts and the costs of the winding up, you had then to repay each partner what he had brought in as capital, and after all that had been done, if the concern had been successful, there was a balance, and that balance was "profits." It was perfectly immaterial whether such profits were treated as capital or as income, inasmuch as the same people were entitled to receive it, and it was for them to decide in what manner it should be treated. Those two distinct meanings of, and modes of ascertaining, "profits" were of assistance in enabling his lordship to determine the present case. Several recent cases had been referred to where the court had had to consider whether a company formed under the Companies Act might divide, at the end of a year or half-year (or whatever the period might be) what had been made during that period—the income—as "profits" without regard being had to diminution or loss of the capital which produced that income; and the courts had in such cases decided that division might be so made. What would, however, happen on the winding up of such a company was not determined in, and had nothing whatever to do with, these cases. The periodical division of profits had nothing to do with winding up. In a winding up it was necessary to take accounts properly for that purpose and in accordance with the articles of association; and when that had been done, to ascertain once for all, independently of any estimates, but in accordance with actual results, what the assets really were, and then, when the assets had been got in, you ascertained what the profit was, and that was divisible among the partners or shareholders in accordance with the provisions regulating the partnership or company. In so doing it might be that you might find sums which could have been divided before—"profits," for instance of the last or the preceding year's trading, but which, instead of having been divided, had been carried to a reserve fund or a sinking fund, and such sums were sometimes styled "undrawn profits." Were they, however, any the less "profits" because they had not been divided? In the present case such profits had been realised by the company while a going concern and before the liquidation, but had not been divided, and these profits had come into the hands of the liquidator. What was to be done with them? Were they to go into the general mass in the liquidation, or were they "profits," and to be divided as such? His lordship saw no answer to the plaintiffs' contention that the "profits" should be divided in accordance with well-known principles—that is, that seven per cent. interest on their shares should be paid to the preference shareholders in priority to everyone else. The only answer that could possibly be made was that this had not been done while the company was a going concern. But the rights still remained and were enforceable because they were laid down by the company's memorandum and articles of association, and therefore it was a matter of contract. This claim of the preference shareholders was strictly in accordance with the principles laid down in *Griffiths* v. *Paget*, in accordance with the principles of contract, and in no way adverse to any of the other cases which had been cited to his lordship. There must therefore be a declaration that the preference shareholders were entitled to be paid their arrears out of such part of the company's assets as represented profits up to the date of the liquidation, all parties to have their costs paid out of the assets.—COUNSEL, *Renshaw*, Q.C., and *P. S. Stokes*; *Warrington*, Q.C., and *F. M. S. Cassel*. SOLICITORS, *Parker, Garrett, & Parker*; *Bircham & Co.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE MAYOR, &c., OF WOLVERHAMPTON (Appellants) *v.* **THE COUNTY COUNCIL OF SALOP (Respondents)**—2nd May.

HIGHWAY—EXTRAORDINARY TRAFFIC—MODE OF CONDUCTING TRAFFIC—HIGHWAYS AND LOCOMOTIVES (AMENDMENT) ACT, 1878 (41 & 42 VICT. c. 77), s. 23.

This was a case stated by the justices of the peace for the county of Salop. On the 5th of October, 1894, at the petty sessions held at Shifnal, in the county of Salop, a complaint was preferred by the County Council of Salop, the respondents, against the mayor, aldermen, and burgesses of the county borough of Wolverhampton, the appellants, under section 23 of the Highways and Locomotives (Amendment) Act, 1878 (41 & 42 Vict. c. 77). The complaint stated that it appeared by a certificate of the surveyor to the respondents, dated the 28th of July, 1894, that, having regard to the average expense of repairing the highways in the neighbourhood, extraordinary expenses amounting to the sum of £174 had been incurred by the respondents from the 25th of March, 1893, to the

25th of March, 1894, in repairing a certain portion of the main road, known as Hatton-road, leading from Shifnal to Wolverhampton, being a main road and repairable by the respondents, and that the said extraordinary traffic was conducted by or by order of the appellants. It was proved at the hearing of the information (1) that the said road was a main road passing through an agricultural district; (2) that the appellants were the owners of the Cosford Waterworks, situated about nine miles from the town of Wolverhampton; (3) that the appellants used a large quantity of coal for their engines at their pumping station, and such coal had, for a period of sixteen years, been carted along the aforesaid main road to the said pumping station; (4) that the coal so conveyed for the use of the appellants was in 1893 and 1894 carted along the said main road in carts belonging to them, the same being driven on all week-days, either five carts or four carts at a time, each cart being drawn by one horse, following in a string, with only three or two drivers in charge, the average number of journeys per day being five each way. Thus the expenses of labour were economized, and the carts kept the same track, and the wear of the road was not distributed; (5) that the quantity of coal conveyed during the year ending the 31st of March, 1894, was 7,855 tons or thereabouts; (6) that by reason of the traffic of the appellants and the frequent daily journeys by a number of carts driven in the same track the road became much broken up and damaged and heavy extraordinary expenses were incurred by the respondents in necessary repairs; (9) that the traffic of the appellants was not in connection with a recognized industry of the neighbourhood, but was purely incidental to the appellants' undertaking. Upon the foregoing facts the justices found that the traffic of the appellants was extraordinary traffic within the meaning of the Highways and Locomotives (Amendment) Act, and they adjudged the appellants to pay to the respondents the sum of £163 and costs. The appellants, being dissatisfied with this determination, applied for and obtained a stated case. The question for the opinion of the court was whether, under the circumstances, the justices were right in deciding that the appellants' traffic was extraordinary, and had power to make the said order.

CHARLES, J., in giving judgment, said that he had come to the conclusion that the magistrates' decision was right, and that the traffic described in the stated case was extraordinary traffic for which the appellants could be held liable under section 23 of the Highways and Locomotives (Amendment) Act, 1878. *Hill* v. *Thomas* (1893, 2 Q. B. 333) was the leading case on the question as to what was the meaning of the words "extraordinary traffic." From that case it was clear that the traffic to be "extraordinary" must be an exceptional user of the road, but it did not necessarily mean that the traffic was extraordinary by reason of its amount or weight, for it might be that the mode in which the traffic was conducted was extraordinary. The mode employed in the present case was that the appellants' carts were sent in detachments of five carts, such carts following immediately one behind the other, and each passing over the same track. This occurred many times every day, and by this particular mode of traffic the road, it was alleged, became damaged. The justices had found this traffic was extraordinary traffic, and that it was carried on in such a way as to cause considerable damage. The court was of opinion that under the circumstances the justices were warranted in so finding.

WRIGHT, J., concurred. Appeal dismissed.—COUNSEL, *Bosanquet*, Q.C.; *Jelf*, Q.C., and *A. Graham*. SOLICITORS, *Sharpe, Parker, & Co.*, for *H. Brevett*, Town Clerk, Wolverhampton; *Chester & Co.*, for *Poole*, Clerk of the Council, Shrewsbury.

[Reported by T. MATHEW, Barrister-at-Law.]

THE COUNTY COUNCIL OF KENT (Appellants) *v.* HUMPHREY (Respondent)—2nd May.

WEIGHTS AND MEASURES—VALIDITY OF BYE-LAW OF COUNTY COUNCIL AS TO THE PROVIDING AND CARRYING OF CORRECT WEIGHING MACHINES BY COAL MERCHANTS—52 & 53 VICT. c. 21, s. 28.

This was a case stated by two of the justices of the peace for the county of Kent. At a petty sessions held at Dartford on the 5th of January, 1895, George Humphrey, the respondent, was charged by George Tucker, an inspector of weights and measures to the Kent County Council (the appellants) for that he on the 1st of December, 1894, being a coal dealer, did unlawfully fail to provide for one A. Watts, a person employed by him to convey coal for delivery to a purchaser, J. Rowe, for carriage therewith, a correct and stamped weighing machine of the form approved by the appellants, contrary to the bye-law duly made by them and approved by the Board of Trade. The appellants, under and by virtue of the provisions of section 28 of 52 & 53 Vict. c. 21, made the following bye-law: "Every coal dealer shall provide, and every person employed by him who shall convey or carry coal for sale or delivery to a purchaser from or out of any vehicle shall carry therewith, a correct and stamped weighing machine of the form approved by the county council, and such person shall re-weigh the coal upon being requested to do so by the purchaser or any one on his behalf, or by an inspector of weights and measures. Any person failing to observe this bye-law is liable to a penalty of £5." Upon the hearing of the information it was proved that the respondent was a coal dealer carrying on business at Erith, and had in his employ on the 1st of December, 1894, one Albert Watts, who was on that date, as servant to the respondent, carrying in a wagon half a ton of coal for delivery to a purchaser, John Rowe. That on the said date the inspector saw Watts delivering coal to Rowe, and asked him to weigh the same, to which the said Watts replied that he could not, as he had no scales or weights. On the inspector informing the respondent of this, the latter replied, "Yes, I told him (Watts) to leave them (the weights) on the wharf." It was contended, on the part of the respondent, that he had committed no offence against the bye-law, because the bye-law was *ultrà vires* and invalid on the grounds (1) that the power to make bye-laws is confined to matters set out under headings A, B, C, and D, of section 28; (2) that section 28 (*b*) did not authorize the making of so much of the bye-law as required that the respondent should provide a weighing instrument, and that the person employed by the respondent should re-weigh the coal upon being requested to do so by the purchaser or anyone on his behalf, or by an inspector; (3) that as section 26 empowers the local authority to erect and maintain weighing machines at convenient places, and provide portable weighing machines, the duty of providing weighing machines was cast upon the appellants; (4) that as section 27 provides that where coal has been re-weighed at the instance of the purchaser and been found to be correct weight, the purchaser shall be liable for all reasonable costs of so re-weighing, the bye-law was bad in so far as it required the coal to be re-weighed on request, and was made without authority, and was contrary to the provisions of section 27 (*b*), and beyond the scope of section 28 (*b*); and (5) that if the bye-law was bad in part, it was bad in its entirety and was indivisible. On the part of the appellants it was contended that an offence had been committed by the respondent against the bye-law, and that the bye-law was valid and in any event was divisible. The justices were of opinion that the bye-law was *ultrà vires*, invalid, and indivisible, and accordingly dismissed the information. The county council appealed. The question for the opinion of the court was whether the justices upon the facts came to a correct determination and decision in point of law.

CHARLES, J., in delivering judgment, held that the justices were wrong. There was power to make the bye-law requiring every coal dealer to provide and carry with the vehicle a correct weighing machine, and the bye-law was within their competency, having regard to the language of the Act. The contention that the whole bye-law was invalid because the requirement as to re-weighing might be bad had no foundation. With regard to this latter part of the bye-law, the learned judge thought it unnecessary to pronounce any decision.

WRIGHT, J., in agreeing, thought it possible that the proviso requiring that weights should be carried might imply an authority to make a bye-law as to their use. Case remitted to the justices to convict.—COUNSEL, *Hohler*. [No one appeared for the respondent.] SOLICITORS, *Palmer & Bull*, for *Brennan & Turner*, Maidstone.

[Reported by T. MATHEW, Barrister-at-Law.]

REIS *v.* PERRY—26th April.

LIBEL—PUBLICATION OF INFORMATION OPEN BY STATUTE TO THE PUBLIC—TRADE PROTECTION SOCIETY—INFORMATION SUPPLIED BY GOVERNMENT OFFICIAL INACCURATE—PRIVILEGE—DEEDS OF ARRANGEMENT ACT, 1887 (50 & 51 VICT. c. 57), ss. 4, 6, 7, 11, 12.

Appeal from a decision of the Recorder sitting at the Mayor's Court, London. In October, 1894, one Reis filed a deed of inspectorship of his affairs, which included a statement of the whole of his property for the benefit of his creditors. As required by section 4 of the Deeds of Arrangement Act, 1887, he duly registered the deed together with an affidavit as directed in section 7, which set out the total estimated amount of the assets and liabilities included under the deed. Section 7 further directs that the registrar shall keep a register, in which shall be entered by him an extract of the contents of every deed of arrangement registered under the Act, and specifies that the extract shall contain (*inter alia*) "the amount of property and liabilities included under the deed as estimated by the debtor." By section 11 any person is entitled to have an office copy or extract from any deed registered under the Act. Section 12 enacts that any person shall be entitled, at all reasonable times, to search the register, and on payment of a fee to make extracts from any registered deed of arrangement. In the affidavit which the debtor has to make as part of his statutory declaration he is required by the Act to state the amount of the property included under the deed of arrangement. In the present case Reis, the plaintiff in the action, in his affidavit, instead of stating in the space set aside for the purpose in the form subjoined to the affidavit the amount of property included in the deed, struck out paragraph 2 of the form, and wrote instead the words "no property is included under the deed." In the register required to be made under section 7 of the Act, under the heading "Assets" there appeared not these words, but merely a dash. The defendants in the action are a trade protection society carrying on business under the style of W. R. Perry (Limited), and are the publishers of a trade journal known as *Perry's Gazette*, in which they publish information they derive from various official sources throughout the kingdom as to deeds of inspectorship registered under the Deeds of Arrangement Act, 1887, and other matters relative to the affairs of traders. With a view solely of obtaining information for their journal, W. R. Perry (Limited) applied under section 12 of the Act for an extract copy from the register of the plaintiff's deed of inspectorship, and were duly supplied by the Government official in charge with the usual office copy in which under the heading of "Assets" was written the word "nil." As a matter of fact that was not so, as Reis had sufficient property, if it were realized, to pay all his creditors in full. The defendants published in their gazette the extract or office copy, as it was received by them from the official source, without taking any steps to inquire into the accuracy of it. The plaintiff considered that the untrue statement that his assets were "nil" appearing in a trade journal was such as would greatly damage his reputation and business, and brought an action for libel against the defendants. The learned recorder at the trial decided that the defendants were liable for the inaccuracy of the statement that the debtor had no

assets which appeared in their gazette, and the plaintiff was awarded £50 by way of damages. The defendants appealed. The learned counsel contended on their behalf that the misstatement which appeared in the gazette was the natural consequence of the wrongful act of the respondent, who had himself made a statement not in accordance with the regular form prescribed by the Act, and therefore he had no ground of action against them. The information he supplied as to this property was in such a form that it might reasonably have been construed by the official to amount to a statement that his assets were "nil." The inaccuracy appeared on the register, to which document the public had access by right of statute, and the appellants were in the same position as if they had gone there and verified the office copy for which they had paid the authorized fee. He submitted that under the circumstances the publishing of such information, even if it turned out to be inaccurate, was privileged. In the case of *Searles* v. *Scarlett* (1892, 2 Q. B. 56; 66 L. T. 837) the publishers of a trade protection journal had published a correct copy of what was contained in a register of judgments kept in pursuance of an Act of Parliament and one which by law the public were entitled to inspect, and the court held that the publication of such a document, in the absence of evidence of malice, was privileged. In the present case the public had a right not only to inspect but to take extracts, and therefore the publishing of such an extract fell within the decision of the House of Lords in the case of *Fleming* v. *Newton* (1 H. L. Cas. 363). [WRIGHT, J.—There is nothing in the Deeds of Arrangement Act, 1887, which expressly entitles a person to see and make extracts from the affidavit.] The words deed of arrangement in section 4 would include the affidavit. The registrar was ordered to keep a register of every deed registered, and by section 4 the term deed of arrangement shall apply to any instrument, whether under seal or not, made by, for, or in respect of the affairs of a debtor for the benefit of his creditors generally. By section 11 any person shall be entitled to have an office copy of or extract from any deed registered under the Act. By section 12 the right to search the register was given to any person on payment of a fee, but the right to make extracts was limited. No such limit was placed upon the right to be supplied with an office copy of any deed or document registered under the Act. The object of the Act was to enable the public to obtain full information of the state of the affairs of any trader who chose to take advantage of the Act. For the respondent counsel submitted that the decision appealed from was right. The appellants were responsible for the accuracy of the information which they published. The gazette was published for their own profit, and they must take the risk of the information they collected being accurate or not. The plea that the inaccuracy arose from no neglect or want of proper care on their part could only be successfully maintained in those cases where it could be shewn that the defendants had themselves copied correctly the document placed at the disposal of the public for their general information. That was not so there, for they had taken no steps to verify the information they received. The question of malice might affect the question so far as the quantum of damages was concerned; but the plea that the publication was made without malice was no defence to the action.

THE COURT (DAY and WRIGHT, JJ.) dismissed the appeal. The question whether the publication by a private person of matters which were contained in a public document open to the public by law could be the subject of privilege under such circumstances as the present was a point of extreme importance to business men. In the case of *Searles* v. *Scarlett* the mere publishing of information contained in an official document open to public inspection was held privileged. The point of privilege was carried one step further in the case of *Fleming* v. *Newton*, but no such principle of defence as was raised there seemed applicable in the present case, for it could not be contended that the registration of the deed under the Deeds of Arrangement Act, 1887, had the effect of a judgment. Then came the further question, assuming that the information to which the public had access was from some cause or other incorrect, and was innocently published by a person solely for his own benefit, could that person set up privilege then? Apart from the decision in *Searles* v. *Scarlett*, the correctness of which the court did not for a moment question, they thought that if a person published a statement concerning another for his own profit he must take the risk of whether that statement as received by him was accurate or not, and the fact that the misstatement was made on the part of a government official or that he has done all in his power to obtain accurate information did not alter his liability. There was also a third point of difficulty in deciding the present case, which arose from the doubt whether any person had a right to publish information contained in the affidavit made by a debtor in conformity with the requirements of section 6. The Act stated clearly enough that under section 12 any person should be entitled to inspect and make extracts from any deed of arrangement, and under section 11 was entitled to have an office copy of or extract from any deed registered. It seemed questionable, therefore, supposing the subject-matter of the publication to be accurate, whether any trade protection society would be safe in publishing the contents of such an affidavit at all. The Court expressed doubt also as to whether any private individual, for his own profit, had a right to publish extracts merely of the information to which the public had access, and they thought that no one could safely publish any information concerning a debtor's affairs unless he was prepared to shew that the information made public by him in his paper was an absolutely exact copy of the whole of the "office copy" or of the deed itself as it appeared on the register.—COUNSEL, *Robson*, Q.C., and *McKenna*; *Dickens*, Q.C., and *R. Isaacs*. SOLICITORS, *McKenna & Co.*; *Spyers & Sons*.

[Reported by ERSKINE REID, Barrister-at-Law.]

REGAN *v.* **HAWTHORN (CARTWRIGHT, Claimant)**—24th April.

BILL OF SALE—VALIDITY—DEVIATION FROM STATUTORY FORM—COVENANT TO PRODUCE LAST RECEIPTS FOR RENT, RATES, AND TAXES WITHOUT POWER TO SEIZE FOR BREACH—BILLS OF SALE ACT, 1882 (45 & 46 VICT. c. 43), ss. 7, 9, AND SCHEDULE.

This was an appeal from the decision of his Honour Judge Bacon sitting at the Whitechapel County Court arising out of an interpleader issue. Regan, the execution creditor, seized certain goods belonging to Hawthorn to satisfy the judgment, which were thereupon claimed by Cartwright under a bill of sale granted to him by Hawthorn to secure the repayment of a *bonâ fide* loan of £50 and interest. Regan disputed the claim, on the ground that the bill of sale was not drawn in accordance with the statutory form, and was therefore invalid. The bill of sale contained the following covenant: "And the mortgagor (Hawthorn) will punctually pay all rent, taxes, rates, and outgoings . . . and will produce the last receipts for such rent, taxes, and rates. Provided always that the chattels hereby assigned shall not be liable to seizure or to be taken possession of by the mortgagee (Cartwright) for any cause other than those specified in section 7 of the Bills of Sale Act, 1878, Amendment Act, 1882." The county court judge decided in favour of the claimant, and from his decision Regan appealed. It was contended by counsel for the appellant that a covenant to produce receipts "on demand" was void under section 9 of the Act, as it was not in accordance with the form, which provides that the demand should be in writing. It was unreasonable and contrary to the object of the statute that goods should become liable to seizure in the event of the grantor not complying with a mere verbal demand to produce his last receipt for rent. This case was within the decision in *Barr* v. *Kingsford* (56 L. T. Rep. 861, 35 W. R. Dig. 26), where it was so held. [He cited also *Re Williams, Ex parte Pearce* (25 Ch. D. 656).] For the holder of the bill of sale it was pointed out that the covenant to produce "on demand" was a bare covenant, for it was not coupled with a power to seize the goods in the event of the grantor not doing so. On that ground the case was distinguishable from that of *Barr* v. *Kingsford*, for there the covenant to produce was coupled with a power to seize the goods, although that power was made inconsistent by a provision that the goods should be seizable only for those causes mentioned in section 7 of the Act of 1882. By that section the goods could only be taken on breach of covenant to produce receipts if the demand to produce had been made in writing in accordance with the provisions of section 9 of the Act.

WRIGHT, J., in dismissing the appeal, said the bill of sale omitted to specify in what way the receipt for rent was to be demanded. It contained a covenant for seizure limiting the power to take the goods to those cases of default only which were set out in section 7 of the Bills of Sale Act, 1882. The covenant to produce "on demand" was, in the present case, a naked covenant, and was of no importance in deciding the validity of the bill of sale, for it was in accordance with common sense to hold that the inclusion of such a bare covenant formed at most an immaterial departure from the provisions of the Act. In *Barr* v. *Kingsford* the court held that a covenant to produce last receipts "on demand" avoided a bill of sale, on the ground that a covenant to produce generally was unnecessary for the protection of the grantee, inasmuch as the Bills of Sale Act only gave power to seize on failure to comply with a demand to produce in writing. What Lord Coleridge, C.J., and Pollock, B., decided in that case was, that in connection with the receipt the only lawful power to seize was a failure to comply with a demand in writing. It was wrong, therefore, to add a power to seize the goods on non-compliance with a mere demand to produce receipts, which demand might be merely verbal. In that case the bill of sale was in fact inconsistent, for it added a proviso that the chattels should not be liable to seizure, or to be taken possession of by the grantee for any cause other than those mentioned in section 7 of the statute; but that proviso in *Barr* v. *Kingsford* followed upon an express provision that the goods should be seized on the happening of an event not included in those mentioned in that section. It had been laid down in several cases, for example in that of *Ex parte Standford* (34 W. R. 168, 17 Q. B. D. 259), that a bill of sale could be set aside if made in such a form as was reasonably calculated to deceive those for whose benefit the statutory form was devised. In *Barr* v. *Kingsford* that was certainly so, but in the bill of sale they were then considering no such question arose.

KENNEDY, J., concurred. He considered that the present case could be distinguished from that of *Barr* v. *Kingsford*. In that case there was an express covenant that if the grantor at any time made default in the performance or observance of any of the covenants, the money advanced should become immediately payable without the necessity of any demand of payment being made. The bill of sale on the face of it gave a power to the grantee to seize, on failure of the grantor to produce receipts "on demand." But that covenant was followed by a proviso that the chattels so assigned should be liable to seizure only for those causes specified in section 7 of the Bills of Sale Act, 1882. Consequently, the bill of sale was inconsistent. In the present case there was only the naked covenant to produce, followed by a liability to seizure in those cases specified in section 7 of the Act. He considered, therefore, that the decision of the county court judge should be upheld, as the objection taken against the validity of the bill of sale could not be sustained. The appeal was accordingly dismissed.—COUNSEL, *W. H. Stevenson*; *A. Clavell Slater*. SOLICITORS, *F. Deakin*; *H. Morris*.

[Reported by ERSKINE REID, Barrister-at-Law.]

M'HARG *v.* **UNIVERSAL STOCK EXCHANGE (LIM.)**—3rd May.

PRACTICE—APPEAL—REFUSAL OF JUDGE IN CHAMBERS TO GRANT AN INTERLOCUTORY INJUNCTION—JURISDICTION OF DIVISIONAL COURT—"MATTERS

OF PRACTICE OR PROCEDURE"—SUPREME COURT OF JUDICATURE (PROCEDURE) ACT, 1894, s. 1, SUB-SECTION 4.

This was an appeal from the refusal of the judge in chambers to grant an interlocutory injunction. The plaintiff by his writ claimed that the defendants might be restrained from proceeding with an arbitration pursuant to a notice given by them to the plaintiff. The plaintiff took out a summons in chambers for an order for an injunction in the terms of the writ until the trial of the action. The judge made no order, and the plaintiff appealed to the Divisional Court.

THE COURT (CHARLES and WRIGHT, JJ.) held that the appeal should have been to the Court of Appeal, and not to the Divisional Court.

CHARLES, J., said that an objection had been taken that an appeal from the refusal of a judge in chambers to grant an interlocutory injunction should be to the Court of Appeal, not to the Divisional Court. Section 1, sub-section 4, of the Judicature Act, 1894, provided that "in matters of practice or procedure every appeal from a judge shall be to the Court of Appeal." For the plaintiff it had been argued that this was not an appeal in a matter of practice or procedure. His lordship was of opinion that it was such an appeal. The action was brought to obtain an injunction, and the order sought to be obtained by the plaintiff was an interlocutory order in that action. It could not be treated as a final order in any sense unless the parties agreed to so treat it, and the parties had not so agreed. The summons was simply a step in the cause, part of the machinery by which the action would be worked out to its final result. His lordship did not intend to lay down that all interlocutory applications were matters of practice or procedure, but it was clear that this one was. Another argument had been put forward on behalf of the plaintiff. Section 1, sub-section 5, of the Act provided that in all cases where there was a right of appeal to the High Court from any court or person the appeal should be heard by the Divisional Court. It was said that this case came within that sub-section, because there was a right of appeal here, and the appeal was from a "person"—viz., the judge in chambers. His lordship did not agree with that argument. He doubted whether sub-section 5 applied at all to appeals from a judge of the High Court; probably it only related to appeals from inferior courts. The court would not infer from the use of the word "person" that it was intended to include in sub-section 5 appeals from a judge of the High Court. This case came within sub-section 4, and the Divisional Court had therefore no jurisdiction to entertain the appeal.

WRIGHT, J., concurred.—COUNSEL, *Stutfield; Pollard.* SOLICITORS, *J. Banks; Pittman, Last, & Sons.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

LAVY AND ANOTHER (Appellants) *v.* **LONDON COUNTY COUNCIL** (Respondents)—1st May.

METROPOLIS—GENERAL LINE OF BUILDINGS—WHAT IS A "BUILDING, STRUCTURE, OR ERECTION"—WALL AND ADVERTISEMENT HOARDING—METROPOLIS LOCAL MANAGEMENT ACT, 1862, s. 75.

This was a special case stated by a metropolitan magistrate. The appellants were charged with having at 391, City-road, Islington, unlawfully erected a certain structure beyond the general line of buildings in the City-road without the consent in writing of the London County Council, contrary to section 75 of the Metropolis Local Management Act, 1862. That section provides that "no building, structure, or erection shall without the consent in writing of the Metropolitan Board of Works" (now the London County Council) "be erected beyond the general line of buildings in any street, place, or row of houses in which the same is situate . . . such general line of buildings to be decided by the superintending architect." It is further enacted by section 28 of the London County Council (General Powers) Act, 1890, that "any person deeming himself aggrieved by the certificate of the superintendent architect may, within fourteen days after notice of such certificate has been given or served, appeal" to a tribunal to be constituted as mentioned in the section. The appellants were the owners of the house 391, City-road, which was situate 38 feet from the footway. In front of the house was a forecourt which for many years had been bounded by a brick wall 2 feet or 3 feet high, 9 inches thick, and with an iron railing on it 5 feet 6 inches in height. The appellants had from time to time applied for leave to build on the forecourt, which had been refused. Prior to 1894 the appellants erected on the dwarf wall a hoarding for advertisements. The hoarding was placed against the iron railings so as to get their support, and obtained additional support from struts. On the 5th of May, 1894, the hoarding was removed in consequence of notice from the London County Council, and was replaced by a wall which formed the subject-matter of the present charge. This new wall was 11 feet high and 14 inches thick, and was put back 4½ inches from the line of the old wall, so as to form a ledge to support the advertisement hoarding. The summons was taken out on the 11th of July. On the 13th of July the architect gave his decision that the building line was the line of the house. The appellants gave notice of appeal. On the 24th of July the appellants appeared to the summons, and the respondents asked for an adjournment, which was granted on the terms that the rights of all parties should be preserved as they were on the 24th of July. On the 19th of November the architect's decision as to the building line was confirmed on appeal. The summons was then heard by the magistrate. He found that the wall was erected as an advertisement station, but that it was also intended to serve as a boundary wall to the forecourt; and that it was a structure in front of the general line of buildings, to the erection of which the respondents had not consented. The magistrate ordered the demolition of the wall, but stated this case for the opinion of the court. In support of the appeal it was contended that the magistrate had no jurisdiction to deal with the summons, because on the 24th of July an appeal was pending as to the building line; that the wall and hoarding was not a building, structure, or erection within section 75 of the Metropolis Local Management Act, 1862; and that the new wall was simply an addition to the old wall, which the appellants were entitled to make.

THE COURT (DAY and WRIGHT, JJ.) dismissed the appeal.

DAY, J., said that, as regards the certificate of the architect, there was no period of time during the continuance of the case when the magistrate had not before him a certificate, because it did not cease to be a certificate whilst the appeal from the architect's decision was pending. On the other points he was clearly of opinion that the wall and hoarding came within the words of the Act, and therefore the attack upon the magistrate's decision failed at all points.

WRIGHT, J., concurred, and said that the substantial question was whether this wall was rightly regarded by the magistrate as a "building, structure, or erection." The original dwarf wall was not within the Act, and, that being so, the land ought to be regarded as vacant land, and therefore the case of *Lord Auckland* v. *Westminster Board of Works* (L. R. 7 Ch. 596) did not apply. Then it was said that *Wandon* v. *London County Council* (1894, 1 Q. B. 227, 812) was in point. He did not think so. The Court of Appeal did not decide in that case that a wall such as this could under no circumstances be a building, structure, or erection within the Act, but that where the wall was the mere beginning of a building the case of *Lord Auckland* v. *Westminster Board of Works* applied, and the land ought to be regarded, for the purposes of the Act, as vacant land. The question was really one of fact, and the finding of the magistrate could not be interfered with unless it was a legally impossible finding. That was not the case here, and moreover the magistrate's finding was supported by *Ellis* v. *Plumstead Board of Works* (41 W. R. 496), where a distinction was drawn between an ordinary boundary wall and one erected for some other purpose. Appeal dismissed.—COUNSEL, *Dickens*, Q.C., and *R. C. Glen; Channell*, Q.C., and *Daldy*. SOLICITORS, *Morgan & Upjohn; Blaxland.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

BRITON FERRY LOCAL BOARD *v.* **RHONDDA AND SWANSEA BAY RAILWAY CO.**—Chitty, J., 2nd May.

PRACTICE—COSTS—TAXATION—ATTENDANCE OF COUNTRY SOLICITOR ON MOTION IN LONDON—COSTS OF ACTION—COMPROMISE.

Summons to review taxation. This was an action for an injunction to restrain the defendants from doing certain acts. On motion to restrain them until the trial a compromise was effected and embodied in the order, part of the terms being, "The costs of the plaintiffs of this action to be paid by the defendant company, to be taxed by the taxing master in case the parties differ." On the costs being taxed the taxing master disallowed the costs of the attendance of the local solicitor, the town clerk of the plaintiff local board, on the hearing of the motion. On the summons to review the plaintiffs contended that such attendance was necessary and proper for the purpose of the compromise, which the London agent would not have had sufficient knowledge of the *locus in quo* to negotiate: *The Soto* (41 W. R. 479; 1893, P. 73, 75).

CHITTY, J., said the order was to tax the costs of the action. There was no order to tax the costs of the compromise. That was no part of the terms agreed on. The country solicitor had attended in London on the hearing of the motion. No doubt he had rendered valuable service to his client in the negotiation of the compromise, but the question was whether his costs could be allowed on party and party taxation of the costs of the action. It was not the case of attending at the trial. The plaintiffs said it was a sort of trial in which the action was stayed on the terms of the compromise, but what they were really endeavouring to get was the costs of the compromise under the guise of costs of the action. His lordship would not say a country solicitor was never justified in attending on a motion. Possibly in the case of a motion about a ward of court his attendance might be proper. There was, however, no special ground in the present case or in the general practice on motions to justify an attendance which might have been perfectly proper at the trial. On a motion the whole case was gone into on affidavit, and there was nothing for the country solicitor to do in the way of giving instruction or explanation to counsel, seeing that all counsel had to do was to read the affidavits before him. The certificate must stand.—COUNSEL, *Ingpen; F. Thomson.* SOLICITORS, *E. F. Turner; Tamplin, Taylor, & Joseph.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

A handsome marble memorial tablet to the late Lord Bowen has just been placed in the vestibule of Lincoln's-inn Chapel by the Benchers of Lincoln's-inn. The tablet bears a long inscription in Latin.

At the annual meeting of the Institute of Chartered Accountants on Wednesday, Mr. C. Fitch Kemp, the president, said that a judgment of the Court of Appeal on the previous day, holding that in a certain case the auditor was an officer of the company, was of great concern to their profession. He believed the decision was arrived at with insufficient knowledge of certain facts, and the council were resolved that some authoritative opinion should be obtained on this important point, even if they had to appeal to the House of Lords.

LAW SOCIETIES.

LAW FIRE INSURANCE SOCIETY.

The forty-ninth annual general meeting of the shareholders of the Law Fire Insurance Society was held on Tuesday last at the offices, No. 114, Chancery-lane, under the presidency of Sir RICHARD NICHOLSON.

The Secretary (Mr. BELL) read the notice convening the meeting, and the report and accounts were taken as read. The directors in their report stated that the result of the past year's business had been of a steadily improving character. The premium income amounted to £136,812, shewing an increase of £3,319 over that in 1893. The total amount insured might be estimated at 116½ millions. The claims for losses paid in the past year amounted to £60,859 17s. 4d. The proportion of loss to the amount of premium income was 44½ per cent., the expenses of management 14 per cent., and the commission 13 per cent. The accounts of the year shewed a net balance of £54,592 0s. 9d.

The CHAIRMAN said he desired first to refer to the loss which the directors had sustained in the retirement of their friends and colleagues, Mr. James Ingram and Mr. Robins from the board, and also in the death of Mr. Wilde. Mr. Ingram, who was, as auditor and director, for thirty-three years associated with the society, was a courteous gentleman of the old school; he had large business experience and a sound judgment, which were always of great value to the directors. His retirement was due to the fact that he wished for more ease at his time of life, and he thought the time had come when, under ordinary circumstances, he ought to make room for some younger man to succeed him. Mr. Robins had been stricken by illness from which he (the chairman) feared there was little chance of such recovery as would enable him to take part in the active business of life. Mr. Robins had been associated with the society for twenty-four years as director. He was a very constant attendant at the board meetings, and his large business experience had been of great assistance to the directors. They would miss both of those gentlemen, as they would also their friend Mr. Wilde, who, although he had been a director for only ten years, was a colleague whom they had all learned to esteem and regard, for he took a special interest in the affairs of the society. He was after a slight illness taken away from them, and he (the speaker) and his colleagues would greatly miss their departed friend. Coming now to the business of the meeting, perhaps he might be permitted to remind the shareholders that the year 1893 was a notoriously bad one for insurance offices. The return which he referred to a year ago of thirty-two offices shewed that the fire losses bore a ratio of 67 per cent. of premium income, and the average of expenses to premium was 33 per cent. The experience of those thirty-two offices was that on the whole there had been an average trade loss of 5 per cent. on the premium income. The Law Fire Office, however, had been more fortunate, for they had been able to declare a dividend of 16s. 6d. per share, which was equal to 33 per cent. on their paid-up capital. Their losses bore a ratio of 43¾ per cent. of their premium income, and the percentage of the office expenses was 27. The business in the year 1894 had improved according to the experience of most offices; but the returns were not, however, brought down to date, and therefore as regards 1894 he had no further information in that respect than that given for 1893. He might, however, say that with reference to their own affairs they had been perfectly satisfactory, although he did not propose to eulogize them in the way that one paper had done. Their business had improved during the past year. There had been a large number of fires, owing first to the long frost, and there had been an increase in the number arising from the use or misuse of oil lamps, which had brought with them very serious consequences. The number of fires in 1894 was somewhat fewer than that in 1893, but still it was very largely in excess of what their expectations might have led them to anticipate. In 1884 the number was over 2,200, and in 1894 it was 3,061, or nearly one-third increase, while the population had increased only one-eighth and the number of houses only one-sixth within the same period. There had been an extraordinary run of fires amongst printers, but why the directors could not understand. However, it pointed to the fact that that particular class of business was somewhat hazardous, and might possibly lead the insurance company, in self defence, to increase the rates as regarded that class of business. Then as to electric lighting there had been a good many fires. Perhaps it was too early to judge with accuracy of the effect of electric lighting generally; but experts were of opinion that serious consequences might be caused by some installations. A number of offices had this subject under their serious consideration, and directors would have to act advisedly in the matter. The society's affairs for 1894 were satisfactory. Their receipts showed a steady and continuous progress, as they had done for the last twelve years. Their premium income was £136,812, as compared with £133,493 for 1893. The interest from their investments was pretty much the same as before—£10,614; transfer fees had been £32 as against £15; the balance brought forward in 1894 was £50,737, and in 1893 it was £51,961. The total on the receipt side was £198,194, as compared with £196,045, an increase of £3,319 leaving out balances. The payments for claims for fire losses had been £60,859, as against £60,938 for 1893, or £79 less, which was a somewhat curious condition of things. There was a slight increase in the sum paid for commission, and that for stamps was about the same as before. Then there was that bugbear, the Metropolitan Fire Brigade, an incubus from which they could not liberate themselves he was afraid. That had increased by £3, being £2,012, as compared with £2,009. Their expenses of management had been £19,459, as against £18,885. Their ratio of losses, which was 45¾ per cent. of their premium income for 1893, had been reduced to 44½ per cent. for 1894; their total decrease in payments was £1,703; and their expenses of management were 27 per cent. The general balance-sheet was very much the same as the previous year; but he might state that, with regard to the investments, their cost was £299,405, whereas valued on December 31, 1894, at the price of the day they were £326,614, thus shewing an increase of £32,209, which he ventured to think pointed to a somewhat judicious application of their money from time to time by the directors during the last forty years. The net balance for the year shewn by the accounts was £54,592. Their reserve fund stood at £135,000, the same amount as on the last occasion; but he should be glad to see the amount considerably increased, for, although they stood favourably in that respect as compared with other first-class offices, he confessed he should like to see the society with a good thumping reserve fund. It was, of course, somewhat inconvenient to have a larger capital than they absolutely required, because of the difficulty of investing in securities which produced a decent rate of interest; and that really made extra capital rather a white elephant than of any practical advantage. The satisfactory result they had attained had been brought about in spite of increased competition, which had been very fierce and somewhat unfair in certain quarters during the past year. They had to thank those with whom they were associated in this venture for their exertions throughout the year; and he thought that, first of all, they had to thank Mr. Bell, whose judicious guidance shareholders and directors all appreciated. He (the secretary) had been ably seconded by his staff at the office; and thanks were due to the agents in various parts of the country. Then last, but not least, he (the chairman) would like to thank the shareholders, and on that subject he hoped he would not give offence in saying that, whilst some brought a considerable amount of business, there were others who brought very little. With all respect he desired to impress upon them that it was to their interest to do all they could to promote the success of the society. It was perfectly true that they commanded first-class risks—they had, so to speak, the pick of the insurance business—but they could not keep it without continuous exertions. Therefore all in the society should do their best to bring about an increase in the business. He hoped that next year he might be able to tell them that their increase had been larger than in the past, although, as they would see, that which they had to distribute was by no means unsatisfactory. Their dividend for many years had been the satisfactory one of 16s. 6d. per share. In 1893 the board, with the shareholders' approval, indulged in the luxury of giving 17s. 6d.; and they now proposed, subject to the pleasure of the meeting, to again indulge in a little extravagance by declaring a dividend of 17s. 6d., which, it would be observed, was 35 per cent. on the paid-up capital of the society. In conclusion, the chairman moved the adoption of the report and accounts and the payment, on the 24th inst., of a dividend of 17s. 6d. per share.

The motion was agreed to without discussion.

The retiring directors and auditors having been re-elected,

Mr. RICHARD PENNINGTON proposed, Mr. F. R. PARKER seconded, and the meeting elected Mr. Joseph Perceval Tatham as a new director.

The other vacancies were filled up by the unanimous election of Mr. C. Plumptre Johnson and Mr. G. E. Frere.

A vote of thanks to the chairman and the directors was heartily accorded on the motion of Mr. BULLOCK.

The CHAIRMAN, in response, said that the board did their best, and, with the able assistance of Mr. Bell, the staff, and the agents, kept the society in a healthy state; and hoped to be able to continue to do so with an equal, if not greater, success in the future than in the past.

INCORPORATED LAW SOCIETY.

ATTENDANCE of members of the Council from the 16th of April, 1894, to the 8th of April, 1895:—

	Council.	Committee
Mr. Addison	28	48
* ,, Attlee	16	8
,, Barker	35	51
* ,, Beale	10	10
,, Bristow	25	31
,, Budd	26	47
,, Cooper	2	0
,, Cunliffe	23	42
,, Ellett	18	8
,, Fladgate	20	31
,, Follett, C.B.	4	1
The Rt. Hon. H. H. Fowler, M.P.	1	0
Dr. Freshfield	0	0
Mr. Godden	32	91
* ,, Heelis	5	3
,, Gray Hill	12	11
,, Hollams	19	1
,, Howlett	10	4
,, Hunter	36	125
,, Janson	13	2
,, Keen	29	33
,, Lake	30	97
* ,, Lawrence	17	9
,, Leman	23	33
,, Manisty	26	52
,, Margetts	13	4
,, Markby	22	28
,, Marshall	6	6
,, Mills	8	21
,, Morrell	20	32
Mr. Munton	35	41
Sir Thos. Paine	26	29
,, H. W. Parker	3	5
Mr. Pemberton	16	2
,, Pennington	34	166
,, Rawle	25	50
Sir A. K. Rollit, M.P.	13	4
Mr. Roscoe	33	63
,, Saunders	12	3
,, Vassall	13	9
,, Walters	31	30
* ,, Wightman	3	2
,, Williams	30	64
,, Wing	14	18
,, Allen	2	2
,, Batteshill	2	1
,, Brown	0	0
,, Clarke	4	4
,, G. F. Cooke	4	2
,, H. Cooke	2	0
,, Dickinson	0	0
,, Knocker	8	0
,, Moberly	7	5
,, Munby	2	1
† ,, Alsop	1	1
† ,, Green	6	4
† ,, Humfrys	3	2
† ,, Longmore	5	3
† ,, Vaughan	1	3
† ,, Venning	1	0
† ,, Woodhouse	2	0

* Elected July, 1894.

† Retired in October, 1894.

SOLICITORS BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 8th inst., Mr. Richard Pennington, J.P., in the chair. The other directors present were Messrs. W. Beriah Brook, H. Morten Cotton, William Geare, Samuel Harris (Leicester), Augustus Helder (Whitehaven), F. Rowley Parker, Henry Roscoe, Sidney Smith, Richard W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £380 was distributed in grants of relief, and other general business transacted.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were on Wednesday called to the bar :—

Lincoln's-inn.—Ernest Charles Ryland; John James Gregson Slater, Owens Coll., Manchester; Cyril Slater, Owens Coll., Manchester; Whitmore Lionel Richards, B.A., Trinity Coll., Dublin; David Donaldson Robertson, B.A., LL.B., Christ's Coll., Cambridge; Leslie Fraser Standish Hore, B.A., Corpus Christi Coll., Oxford; Christopher Cameron Ord, B.A., Magdalen Coll., Oxford (secretary of the Appointments Committee, University of Oxford); Philip Edward Percival, Balliol Coll., Oxford; Henry Scrope Frescheville Jebb; Kaikhosroo Adurjee Ghaswalla, Univ. of Bombay; Frank Carr, B.A., LL.B., Trinity Hall, Cambridge (Tancred Law Student); Arthur John Walker, B.A., New Coll., Oxford.

Middle Temple.—Robert M'Cleary, B.A., Cambridge; Martin John Finnigan, B.A., London University; Henry Charles Barker, jun., B.A., LL.B.; Berthold Adler, Balliol Coll., Oxford; Cecil Edwin Fitch, B.A., LL.B., Jesus Coll., Cambridge; Maneck Rustomjee Mehta; William Stuart Pass Skelding, M.A., Exeter Coll., Oxford; James Hunter Gray, M.A. Glasgow and B.Sc. London Universities; Henry Clissold Davenport; Charles John M'Leod; Ramon de Madariaga, Bachiller en Artes University of Valladolid, Licenciado en Derecho University of Madrid; John Albert Compston.

Inner Temple.—William Chapman Waller, M.A., Oxford; Selwyn John Curwen Brinton, B.A., Cambridge; John Clements Waterhouse Madden, B.A., Cambridge; Arthur Clutton-Brock, B.A., Oxford; Stanley Price Morgan Bligh, B.A., Oxford; Horace John Rowlands, B.A., Oxford; Thomas George Spyers, B.A., Oxford; Henry Fitzherbert Wright, B.A., Cambridge; Algernon Prest Bird Barker, B.A., Oxford; Cecil Henry Oliverson, B.A., Oxford; George Lindsay Wilson, B.A., Oxford; William Henry Davison, B.A., Oxford; Henry Western Plumptre, M.A., Oxford; Edward Bertram Hilton Kershaw, B.A., Cambridge; and Joseph Storer Clouston, B.A., Oxford.

Gray's-inn.—Horace West Household, B.A., Christ Church, Oxford, Bacon Scholar, 1891, and Lee prizeman, Gray's-inn, 1893; Walter Charles Copeland, M.A., Oxford; Sidney Jorwerth Mansel-Howe; Joseph Marshall Thompson, LL.B., B.A., London, Holt Scholar, Gray's-inn, 1892; and Harkishan Das Batra, of Government College, Lahore.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—May 7—Mr. Rupert Blagden in the chair.—The subject for debate was:—"That the case of *Rhodes* v. *Moules* (1895, 1 Ch. 236) was wrongly decided." Mr. A. E. Clarke opened and Mr. J. Lindsay Sutton seconded in the affirmative; Mr. John W. Barton opened and Mr. R. T. Gould seconded in the negative. The following members also spoke:—Messrs. C. A. Anderson, Neville Tebbutt, Daniel, A. W. Watson, Dickson, J. S. Wilkinson, Henderson, H. Harcourt, T. Douglas. Mr. A. E. Clarke replied. The chairman having summed up, the motion was lost by three votes.

THE LANCASHIRE (CONTINUOUS SITTINGS) BILL.

On Wednesday the Lord Chancellor received a deputation of members of Parliament and others who desire the support of the Government for Mr. Holland's Bill for the establishment in Lancashire of continuous sittings of the High Court of Justice to be held alternately in Manchester and Liverpool. The deputation included Messrs. Holland, Brunner, Maclure, Lawrence, Maden, Hornby, Stanhope, Schwann, Roby, Sir James Kitson, Sir Henry Roscoe, and Sir Joseph Leigh, members of Parliament; and Mr. M'Arthur, president of the Liverpool Chamber of Commerce; Mr. G. P. Allen, president of the Manchester Incorporated Law Society; and Mr. C. H. Morton, president of the Liverpool Law Society.

Mr. Holland, M.P., said that the Bill had passed the second reading of the House in 1884, by a majority of twenty-three. There had been numerous petitions in its favour from the leading Chambers of Commerce of Lancashire, as also from many of the large town councils. The point of the whole question was as to whether or not there would be ample work for a Judge to sit continuously, and a table had been prepared shewing that in 1894 there had been 339 causes set down for trial during the Manchester and Liverpool Assizes, which occupied 155 judicial days, and, inasmuch as the judicial year consisted of 210 working days, it followed that the work already mentioned would fall short of a full year's employment to the extent of 55 days only; but, on the other hand, when it was remembered that Liverpool sent to London 27 days' Chancery work during the year, and 14 days' Admiralty work, and that Manchester also sent a proportionate number of cases, it would be seen that there was every reasonable prospect of full employment being found for those continuous sittings.

Mr. M'Arthur (president of the Liverpool Chamber of Commerce) spoke in support of the Bill.

Mr. Allen (president of the Manchester Incorporated Law Society) pointed out the success which had been achieved by the fact of their having a Chancery Court of the County Palatine of Lancashire with continuous sittings alternately in Liverpool and Manchester, and the work was so great that the judge had been compelled to ask for additional assistance. What had taken place in the Lancashire Chancery Court was certain to take place with regard to common law work if a high court judge was sent down to Lancashire.

Mr. Morton (president of the Incorporated Law Society of Liverpool) said that whilst it might be urged that suitors would lose the advantage of the service of the members of the Northern Circuit Bar resident in London, it must be borne in mind that there were in Liverpool some seventy resident barristers and in Manchester about fifty, and there were others resident in the large towns of Lancashire. Whilst there was undoubtedly a disadvantage in not having the services of the London bar, the commercial community considered that the benefit arising from a continuous sitting of the court in Lancashire far outweighed the disadvantage of not having the members of the London bar.

Mr. Maclure, M.P., spoke in favour of the Bill, which was urgently needed.

Lord Herschell, in reply, said he was very much impressed with the statements which had been made, and he was most anxious to do what was right and proper in the matter. If it were found impossible to pass the Bill this Session, he should endeavour to see whether or not some plan could not be devised to approach more nearly than at present to continuous sittings at fixed and convenient dates, without perhaps going quite the whole length of the Bill. His previous action in increasing facilities in the number of assizes shewed his sympathy with the object of the deputation, and he might be prepared to do something more in that direction.

LEGAL NEWS.

OBITUARY.

Mr. Alexander Young, barrister, died on the 1st inst. at the age of forty-six. He was the son of the Right. Hon. George Young, one of the judges of the Scottish Court of Session, and was called to the bar in 1874. He had attained a very good court practice, and his early death is much lamented.

APPOINTMENTS.

Mr. Gilbert Middleton (of the firm of Middleton & Sons), of Leeds, has been appointed a Commissioner for Oaths. Mr. Middleton was admitted in 1889.

Mr. Thomas Francis Waterhouse, solicitor, Wolverhampton, has been appointed Clerk to the Justices for the Sedgley Division of the county of Stafford, in the place of his father, Mr. Thomas Waterhouse, who has resigned the post after holding it for thirty-four years. Mr. T. F. Waterhouse was admitted in 1887.

Mr. Joseph Walton, Q.C., has been appointed Recorder of the borough of Wigan, in the room of Mr. William Court Gully, Q.C., resigned.

Mr. Isaac Badcock, barrister, has been elected a Bencher of the Middle Temple, in succession to the late Mr. Finlason.

Mr. James F. Torr, barrister, has been appointed Recorder of Deal, in succession to Mr. Cluer.

CHANGES IN PARTNERSHIPS.

Dissolutions.

John William Barton and Joseph Crawshaw, solicitors (Joseph Crawshaw & Co.), 7, Bow-street, London. May 1.

Henry John Palethorpe and William Postlethwaite, solicitors (Palethorpe & Postlethwaite), Leeds. April 11.

[*Gazette*, May 7.

GENERAL.

Sir Henry James has been confined to his room by illness, but was stated to be better on Wednesday, and able to leave his room.

On Tuesday the Lord Chief Justice had four non-jury causes in his list for trial, but the whole list collapsed by 11 a.m. The learned judge said that there was a duty which the solicitors in cases would do well seriously to consider—that was, that when cases in the general list were settled, they should, as soon as possible, give notice of the fact to the proper officer of the court. That officer could then prepare his daily lists of causes in such a manner as would be most convenient for all parties interested.

According to the *Times*, the Select Committee on Trusts Administration

will recommend by their report such an alteration in the law as shall end the anomaly of a simple trustee who misappropriates property to his own use not being liable to criminal proceedings unless the trust is constituted by some instrument in writing, whereas a person instrusted with property for safe custody in his capacity as banker, merchant, broker, solicitor, or other agent of a like character, who misappropriates it is liable to criminal proceedings. In regard to the question of appointing a public trustee, the committee hold that any Act passed for this purpose should be optional except in so far as courts of justice in particular instances think fit to take the initiative; but it is admitted that a case has been made out in favour of the establishment of a system under which private trusts can be administered, if so desired, by or under the control of some official or judicial authority which should also have the custody of the funds. As to the machinery by which such a system can best be worked, the committee have arrived at the conclusion that the desired result might be attained by the employment of suitable persons in each district—not necessarily officials—who should be subject to judicial control. Whoever may be appointed to administer a trust, whether an official or a non-official person, ought, the committee think, to be required to act precisely as private trustees now act, using his own discretion and proceeding, not as a judge, but as a man of business. But in all respects he should be in the situation of an officer of the court, able to ask for directions and bound to obey them, whether asked for or not. Accounts should, it is suggested, be rendered at fixed periods by all persons appointed to administer trusts and audited officially. The committee further express the view that it would be not only unnecessary but mischievous to make any such system as is here proposed compulsory. Either those who create trusts or trustees themselves should be empowered to apply for administration under the control of the court, and the court should be at liberty to decline such administration. Beneficiaries should be enabled to make a like application, but in every case the discretion of the court should be unfettered. It would be necessary to provide rules for regulating the procedure of the courts in regard to administrative as well as the financial side of the proposed scheme, and the committee consider that much will depend upon the scope and thoroughness of these rules. In particular they ought to prevent the possibility of litigation at the expense of the trust fund except where absolutely indispensable, and to insure the disallowance of any expense or outlay by the appointed trustee except where from the nature of the payment or of the work done it was practically impossible for him to avoid it. In view of the fact that both administration and finance will be involved in these rules, the committee recommend that the rule-making authority should be the Lord Chancellor, with the concurrence of the Treasury.

Sale of Reversions and Life Policies.—At their 555th Monthly Sale, on the 2nd inst., Messrs. H. E. Foster & Cranfield realized, among others, the following prices:—Absolute Reversion to £670, £480; ditto to £400, £205; ditto to £1,650, £750; ditto to Freehold Property, £220; ditto to Property at Harrogate, £830; Annuity of £150, £2,200; Life Interest in and Reversion to Consols, £235; Life Policy for £700, £450. Nearly every lot offered was sold.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, May 13	Mr. Farmer	Mr. Ward	Mr. Beal
Tuesday 14	Rolt	Pemberton	Pugh
Wednesday 15	Farmer	Ward	Beal
Thursday 16	Rolt	Pemberton	Pugh
Friday 17	Farmer	Ward	Beal
Saturday 18	Rolt	Pemberton	Pugh
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, May 13	Mr. Leach	Mr. Jackson	Mr. Carrington
Tuesday 14	Godfrey	Clowes	Lavie
Wednesday 15	Leach	Jackson	Carrington
Thursday 16	Godfrey	Clowes	Lavie
Friday 17	Leach	Jackson	Carrington
Saturday 18	Godfrey	Clowes	Lavie

Old and Rare Fire Insurance Policies, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. C., 76, Cheapside, London.—[Advt.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

Moir.—April 28, at 4, Willoughby-road, Hampstead, the wife of Macrae Moir, of a son.

DEATHS.

Holland.—April 18, at Brixton, William Henry Holland, solicitor, of Doctors' commons, aged 62.

Kerrlyside.—May 2, of pneumonia, at Gally Law, Weybridge, Francis Headlam Keenlyside, barrister-at-law.

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house 2 guineas; country by arrangement. (Established 1875.)—[Advt.]

WINDING UP NOTICES.

London Gazette.—Friday, May 3.

JOINT STOCK COMPANIES.

Limited in Chancery.

Akester Electric Syndicate, Limited—Creditors are required, on or before Friday, June 10, to send their names and addresses, and particulars of their debts or claims, to J. Durie Pattullo, 30 and 31, St Swithin's lane. Wilson & Co, 1, Copthall bldgs, solors for liquidator

American, English, Scottish, and Irish Trust, Limited—Petn for winding up, presented May 1, directed to be heard on May 15. Mitchell, 110, Cannon st, petner's solor. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 14

Anglo-Indian Cotton Ginning and Oil Co, Limited—Creditors are required, on or before May 31, to send their names and addresses, and particulars of their debts or claims, to David Smith and Alfred Paul Popplewell, 2, Marsden st, Manchester. Hewitt & Son, Manchester

Clutha Gold Mines, Limited—Creditors are required, on or before June 10, to send their names and addresses, and particulars of their debts or claims, to M. F. Andrew, 23, College hill

Gower Iron and Tin Plate Co, Limited—By an order made by Vaughan Williams, J., dated April 24, it was ordered that the voluntary winding up be continued. Smith & Son, Gresham House, solors for petners

Hull Brothers, Limited—Creditors are required, on or before May 31, to send their names and addresses, and particulars of their debts or claims, to Philip James Gill, Lonsdale chbrs, 27, Chancery lane

Mexican Co. of London, Limited—Creditors are required, on or before June 17, to send their names and addresses, and particulars of their debts or claims, to Charles Frederick Burton, 46, Finsbury circus. Romer & Haslam, 4, Copthall chbrs, solors to liquidator

Rajwade Glass Manufacturing Co, Limited—Petn for winding up, presented May 1, directed to be heard on May 15. Mitchell, 110, Cannon st, petner's solor. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 14

Wainwright & Co, Limited—By an order made by Vaughan Williams, J., dated April 10, it was ordered that the voluntary winding up be continued. Walker & Rowe, 8, Bucklersbury, agents for Dwyer, Dewsbury, solor for petners

FRIENDLY SOCIETIES DISSOLVED.

Customs Life Assurance and Widows' and Orphans' Provident Fund, Tide Surveyor's Office, Custom House, Sunderland. April 27

Northampton and Northamptonshire and District Licensed Victuallers' Benevolent and Friendly Association, 73, Denmark rd, Northampton. April 27

Tradesmen's Friendly Society, Globe Inn, 37, High st, Merthyr Tydvil. April 27

London Gazette.—Tuesday, May 7.

JOINT STOCK COMPANIES.

Limited in Chancery.

Anglo-American Freight Association, Limited—Creditors are required, on or before June 20, to send their names and addresses, and particulars of their debts or claims, to George Syd Coram, Billiter House, Billiter st. Crump & Son, 10, Philpot lane, solors to liquidator

Herbert Standring & Co, Limited—Petn for winding up, presented May 4, directed to be heard on May 15. McKenna & Co, 17 and 18, Basinghall st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 13

Silver Bell Mining and Smelting Co, Limited—Creditors are required, on or before June 4, to send their names and addresses, and particulars of their debts or claims, to John William Jefferies, Mansion House chbrs, 11, Queen Victoria st

FRIENDLY SOCIETIES DISSOLVED.

Grand Lodge, Loyal Independent United Order of Mechanics, Blackburn Unity, New Inn, Victoria st, Blackburn, Lancs. April 27

Ivy Lodge, U.F.G. Friendly Society, Black Boy Hotel, Prestbury, Chester. April 30

North Staffordshire Clerks' Association Society, 24, Cheapside, Hanley, Staffs. April 6

Workers' Co-operative Omnibus Society, Limited, 8, Everleigh st, Tollington park, N. April 27

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, May 3.

Griffiths, Edward, Liverpool, Provision Dealer. June 5. Jones v Jones, Registrar, Liverpool. Burton, Liverpool

Smith, William, Chalgrove, Oxford. June 5. Franklin v Wood, Kekewich, J. Rutland, Chancery ln

London Gazette.—Tuesday, May 7.

Dobson, John Welsh, Kingston-upon-Hull, Engineer. June 7. Dobson v Dobson, Chitty, J. Ram & Dibdin, Red Lion sq

Green, Henry, Barton-in-Fabis, Nottingham. June 10. Holding v Green, North, J. Eking, Nottingham

Howard, Percy (otherwise Percy Samuel), Vernon chmbrs, Southampton row. July 6. Wood v Hincks, North, J. Roscoe & Hincks, Christopher st, Finsbury

Todd, Caroline, and Jane White, Foster ln. June 1. Todd v White. Steer, Basinghall st

Wilson, Maria, Cambridge st, Liverpool. June 7. Potter v Charlton, Registrar, Liverpool. Hime & Lamb, Liverpool

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UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, May 3.

Atkinson, Charles, Swanton Novers, Esq July 6 Forster, Aylsham

Ball, Daniel, Newcastle under Lyme, Retired Surgeon Aug 1 Hand, Macclesfield

Barclay, Elizabeth Ann, Falmouth June 8 Tathams & Pym, Old Jewry

Barnes, Louisa Sophia, Acton June 14 Style & Co, Liverpool

Bicknell, John Alexander, Weymouth st, Gent June 3 Longbourne & Co Lincoln's inn fields

Birch, Comyns Walter, Purulia Manbhum, India July 27 W B Birch, 15, Southwark crescent

Briesemann, Franz, Whittington avenue June 3 Kearsey & Co, Old Jewry

Buckingham, Rev Joseph, Paulerspury May 21 Hearn & Hearn, Buckingham

Burgoyne, Montagu George, Dorking, Esq June 9 Dixons & Horne, Wakefield

Callow, Henry William, Cricklewood May 16 Barber & Son, St Swithin's lane

Card, Mary, Brighton June 17 Surr & Co, Abchurch lane

CAREW, ELIZA JESSY HALLOWELL, Gloucester trrce June 10 Burne & Wykes, Lincoln's inn fields
CLARK, RICHARD, Horbling, Gent June 17 Harwood, Boston
COOPER, ELIZABETH BINION, Walworth June 10 Wynne-Baxter & Keeble, Cannon st
CROGER, RICHARD, Mile End rd, Pianoforte Manufacturer June 1 Jennings & Co, Leadenhall st
DANGERFIELD, ANNE, Upper Norwood June 10 Redshawe Williams, Sherborne lane
DAVIES, DAVID PRITCHARD, Aberdare, Accountant June 5 Thomas, Aberdare
DAVIES, SARAH, Aberdare June 5 Thomas, Aberdare
DILLON, MARY ANNE, Oxford June 15 Francis J Collinson, 3, Essex court, Temple
DIXON, JAMES, Cropton, York, Yeoman July 1 Whitehead, Pickering
ELLIOT, GEORGE EDWIN, Littlehampton, Gentleman May 31 Richard Holmes & Co, Littlehampton
ERRINGTON, ANN SARAH, Lower Grosvenor place, Milliner June 1 Loxdale & Co, Gloucester rd
FIELDER, GEORGE, South Croydon, Builder May 31 Wilkinson, Martin's lane
FOSTER, ELLEN, Sheffield June 15 Barker, Sheffield
FREEMAN, RICHARD, Portsmouth, Stonemason June 8 Edgcombe & Co, Portsea
FULTON, WILLIAM SCOTT, Appleby, Gent May 18 E & E A Heelis, Appleby
GALICHON, GEORGES MATHURIN ANTOINE, Paris June 1 G S & H Brandon, Essex st
GRATTON, JOHN GRIFFITHS, Abergele, Farmer July 1 Bromley, Rhyl
HARBORD, RICHARD, Bath, Col June 1 Timmins, Bath
HOLL, GEORGE, Brighton May 30 Laidman, Brighton
JENNINGS, MARGARET LARDNER, Wanstead June 10 Hawes & Co, Gt Winchester st
JONES, FRANK KIRTON, Bepton, Esq June 10 Rivington & Son, Fenchurch bldgs
KIRKBY, WILLIAM FABLING, Burley on the Hill, Farmer May 10 Tuck, Oakham
KNIGHTON, ALICE, Alfreton June 21 Stanton & Walker, Chesterfield
LLOYD, Rev ALBANY ROSSENDALE, Oswestry June 24 Crump, Parliament st
LYNCH, THOMAS, Carmarthen, Gent May 31 Barker & Co, Carmarthen
MARSHALL, HENRY, Northampton June 3 Marshall & Marshall, Lincoln's inn fields
MARSLAND, SYDNEY, Heaton, Cotton Spinner June 24 Holden & Holden, Bolton
MEADEN, JANE, Manchester May 20 Dixon & Linnell, Manchester
MILNE, MARGARET ANNE, Clifton June 10 Burne & Wykes, Lincoln's inn fields
MOBBERLEY, ELIZABETH, Pensnett June 1 Homfray & Co, Brierley Hill
MOBBERLEY, WILLIAM, Pensnett June 1 Homfray & Co, Brierley Hill
MORRIS, MARGARET, Oystermouth May 30 Collins & Woods, Swansea
NIELD, SAMUEL, Southport May 30 Ashington, Southport
OTTYWELL, GEORGE SALTON, Bournemouth June 14 Worrell, Coleman st
PAYNE, CHARLES, Clapham, Esq June 4 Houghton & Son, New Broad st
PLATT, SARAH, Manchester June 15 Rowbotham, Oldham
POCOCK, JAMES, Mortlake, Market Gardener June 14 Blyth & Co, Gresham House
POOLE, WILLIAM, Southsea, Rate Collector June 15 Pearce & Son, Portsea
RANYARD, ARTHUR COWPER, Hunter st, Barrister at Law June 1 Hiscott, New inn
READ, CHARLES HARDSTAFF, Gt Hale Fen, Farmer June 1 Holdich, Sleaford
RHODES, JOHN GEORGE, Beckenham May 31 Fisher & Fisher, Westminster
RIDDEL, JOSEPH, Gresham bldgs June 18 A V Lloyd Jones, Walbrook
ROUFELL, CHARLES MORRIS, Grosvenor grdns, Barrister at Law May 31 Putvoye & Co, John st, Bedford row
SAWYERR, THOMAS JOHN, Freetown, Sierra Leone June 7 Waterhouse & Co, New court
SHARP, JAMES ATKINSON, Douglas, Esq June 1 Dowson & Co, Bedford row
SHAW, JOHN, Eccles, Draper June 15 Bennett & Carlisle, Manchester
SHIRREFF, JANE MAY, Gunnersbury June 10 Burne & Wykes, Lincoln's inn fields
SMITH, ALEXANDER, Globe rd, Bootmaker June 1 Dyson & Smith, Bishopsgate st
SODEN, LOUISA, Daventry Jan 22 Roche, Daventry
STEMBRIDGE, MARGARET, Crewkerne June 10 Saunders, Crewkerne
SYKES, JOHN, Newtown, Derby, Overlooker June 18 Walker, Stockport
TANDY, JOHN, Gosport, Licensed Victualler May 27 Palmer, Gosport
TEASDALE, HANNAH, Heckmondwike May 25 Mitcheson, Heckmondwike
TEYNHAM, ELIZABETH LADY, Shooters Hill June 15 Nisbet & Co, Lincoln's inn fields
THOROLD, CECIL, Boothby Hall, Esq May 20 Paterson & Co, Lincoln's inn fields
TONGE, SAMUEL HENRY, Northop June 3 Gill & Co, Liverpool
TWIST, JOHN, Walsall June 24 Fowke & Son, Birmingham
WEBSTER, ELIZA, Liverpool June 8 Rowley & Co, Manchester
WELLS, DAVID, Hoxton June 11 Hollest & Co, Farnham
WHINYATES, MARGARET MARIAN WILLIAMS OAKE, Nottingham terrace June 5 Inman, Ludgate hill
WOOD, JAMES, Greenwich June 1 Lockyer & Avery, New Cross rd

London Gazette—TUESDAY, May 7.

BAKIRGIAN, ZACHARIA, Manchester, Merchant June 30 Walley, Manchester
BENNETT, WILLIAM, Teddington June 24 Forster Cooper, Threadneedle st
BOOTHROYD, GRACE, Huddersfield June 15 Learoyd & Co, Huddersfield
BOYD, CATHERINE EMILY, Ballycastle, co Antrim June 1 Cramsie & Greer, Dublin
BREWER, CHARLES, Leonard Stanley, Gent June 14 Winterbotham & Sons, Stroud
BROOKE, MARTHA, Leeds June 15 Nelson & Co, Leeds
BROOKE, WILLIAM, Leeds, Publican June 15 Nelson & Co, Leeds
BUTTERWORTH, JOHN, Chorlton cum Hardy, Gentleman June 3 Lea, Manchester
CARTWRIGHT, THOMAS FRANCIS WORTHINGTON, Cheapside, Licensed Victualler June 10 Adams & Hugonin, Long acre
CLARKE, JOHN THOMAS, Manchester, Draper June 7 Cobbett & Co, Manchester
COOKE, JOSEPH, Stannington June 1 Eaton, Sheffield
COOPER, ELIZA JANE, St Leonards June 1 Shariand & Co, Gravesend
COTTLE, Rev THOMAS, Shalfleet, I W June 14 Gunner, Newport, I W
COURCELLE, MARIA, Finsbury pk June 29 Haynes & Claremont, Bloomsbury sq
CUTHBERT, ANN, Hove June 10 Trollope & Winckworth, Abingdon st
DAVIES, DAVID, Sheffield, Rail Contractor July 1 Taylor & Co, Sheffield
DENYS, JEAN, Mansfield rd June 8 Church & Co, Bedford row
DINHAM, CHARLES, Hampstead June 1 Shariand & Co, Gravesend
DOWSE, JACOB, Easterton, Yeoman June 24 Radcliffe, Devizes
EDWARDS, JOHN, Wombridge, Farmer June 24 Carrane, Wellington
FONSECA, BENJAMIN, Nottingham, Outfitter June 6 Rorke, Nottingham
GIBBONS, HANNAH CHARLOTTE, Gravesend June 4 Shariand & Co, Gravesend
GORDON, ROBERT GRAY, Kingston on Thames May 20 Winstanley, Gracechurch st
GREEN, ANN, Astley Bridge June 4 Cooper, Bolton
GREEN, RICHARD, Astley Bridge, Farmer June 4 Cooper, Bolton
GRIERSON, JAMES, Manchester, Draper June 30 Walley, Manchester
GUNNELL, FRANCES SARAH, Tunbridge Wells June 1 Crippe & Son, Tunbridge Wells
HALSTEAD, SARAH, Huddersfield June 17 Fisher, Huddersfield
HICKS, EDMUND, Brighton July 1 Hamlyn, Torquay
ISHERWOOD, JAMES, Leigh, Cotton Operative June 8 Widdows, Leigh
LONERGAN, JOHN, Bradford, Stuff Merchant June 6 Westwood, Bradford
MITCHELSON, HANNAH, Bayswater June 21 Pattinson & Brewer, Bedford row
NEAME, EDWIN, Selling June 18 Tassell & Son, Faversham
NEEDHAM, EMILY ANN, Leicester June 15 Berridge & Sons, Leicester
ORMSTON, JOHN WALLER, Gt Ayton, Gent June 1 Buchanan & Richardson, Guisborough
PRIDHAM, MARY ANN, Sutton June 1 Horne & Pattisson, Lincoln's inn fields
PUCHHOP, HERMANN VON LANG, Frankfort on the Main June 15 Neish & Co, Watling st
RODDICK, ANNA, Norwich June 24 Watson & Everitt, Norwich
ROWLEY, BENJAMIN, Leeds June 10 James, Leeds
RUSSELL, HENRY, Akassa, West Africa June 6 Foy & Co, Clifford's inn
SAUNDERS, NATHANIEL, Dedham, Builder June 15 Elwes & Turner, Colchester
SHARPER, MEADLEY, Ferrensby, Farmer June 15 Addyman & Kaye, Leeds
SLOANE, WILLIAM, Manchester, Accountant June 8 Dixon & Linnell, Manchester
SPENDLA, WILLIAM, Long Sutton, Gent May 23 Mossop & Mossop, Long Sutton
SPURGIN, GEORGE COLMAN, Ealing, Gent June 13 Mason & Co, Gresham st
STACEY, HENRY, Bury, Innkeeper May 31 Butcher & Barlow, Bury
STEVENS, STEPHEN JOHN, Richmond, Lieutenant Colonel June 15 Pladgate & Co, Charing Cross
STONEMAN, MARY ANN, Torquay July 1 Hamlyn, Torquay
WARD, ELIZABETH, Southport June 8 Dixon & Linnell, Manchester
WEBBER, THOMAS, Stockwell Park rd, Confectioner June 17 Surr & Co, Abchurch lane
WHITTLE, MARY ANNE, Thornton Heath June 14 Beale & Co, Gt George st
WORSLEY, ELIZABETH, Abingdon rd June 11 Chubb, John st
YERLES, THOMAS, Nailsea, Carpenter July 1 Wood, Wrington

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 3.

RECEIVING ORDERS.

ABBOTT, JOHN, Norwich, Warehouseman Norwich Pet April 30 Ord April 30
ALPORT, SYDNEY, Theatrical Agent High Court Pet Feb 13 Ord April 30
ALSTON, JAMES BROWN, JOHN HAMILTON HAMILTON, and THORNTON ARTHUR WILLIAMS, Merchants High Court Pet April 30 Ord April 30
BARBER, JOB, Doncaster, Builder Sheffield Pet April 30 Pet April 30
BENNETT, JOSEPH JOHN, Charlton Kings, Butcher Cheltenham Pet May 1 Ord May 1
BLAIBERG, JOSEPH, Maida Vale, Engineer High Court Pet April 3 Ord April 30
BLINKS, EDWARD SAMUEL, and FREDERICK GEORGE CLAYTON, St John st rd, Printers High Court Pet April 27 Ord April 30
BLOW, HENRY, Goole, Grocer Wakefield Pet April 30 Ord April 30
BOWMAN, THOMAS GORDON, Gray's inn rd, Money Lender High Court Pet April 2 Ord April 30
BRADSHAW, WATSON, Leeds, Butcher Leeds Pet April 29 Pet April 29
BUNCE, FREDERICK GEORGE, Gt Marlow, Grocer Aylesbury Pet May 1 Ord May 1
CAPES, ALFRED, Hampstead, Auctioneer High Court Pet April 9 Ord April 30
CARTWRIGHT, JOSEPH, Long Sutton, Ironmonger King's Lynn Pet April 30 Ord April 30
CLOUGH, ARTHUR, Leeds, Soap Manufacturer Leeds Pet April 30 Ord April 30
COOP, COLIN, Earl's Court, Actor High Court Pet May 1 Ord May 1
COOKE, DAVID F, Coleman st, Builder High Court Pet March 19 Ord April 29
CRABTREE, JAMES WILLIAM, Shipley, Sanitary Engineer Bradford Pet April 19 Ord April 29
DAWSON, HARRY, Gt Grimsby, Confectioner Gt Grimsby Pet April 27 Ord April 27
FODEN, SAMUEL BAILEY, Leeds, Salesman Leeds Pet April 8 Ord April 29
FROST, THOMAS WILLIAM, Leicester, Baker Leicester Pet May 1 Ord May 1
GOODALL, JOHN WILLIAM, Forest gate, Builder High Court Pet April 29 Ord April 29
HALL, EDWIN JAMES, Nottingham, Licensed Victualler Nottingham Pet April 29 Ord April 29
HARDING, WILLIAM, Streatham, Builder Wandsworth Pet April 27 Ord April 27
HARRISON, EDMUND, Acle, Norfolk, Carrier Norwich Pet April 29 Ord April 29
HILL, WILLIAM HENRY, Maridon, Farmer's Assistant Plymouth Pet May 1 Ord May 1
JONES, LLEWELYN, Llanllyfni, Tailor Bangor Pet April 17 Ord April 29
LOW, JAMES CHADOT, Westbourne ter, Produce Merchant High Court Pet Dec 12 Ord April 29
MORLAND, JOHN, Liverpool, Gas Rate Collector Liverpool Pet April 30 Ord April 30
MUNDY, GEORGE, Southsea, Painter Portsmouth Pet April 27 Ord April 27
NEEDLER, WILLIAM STEVENSON, Hull, Gunmaker Kingston upon Hull Pet April 17 Ord April 30
NELSON, PETER, Newcastle upon Tyne, Innkeeper Newcastle on Tyne Pet April 29 Ord April 29
OLIVER, LYALL GEORGE, Charterhouse bldgs, Tutor High Court Pet April 6 Ord May 1
POPE, PHILIP CROSBY, Hapton, Electrical Engineer Burnley Pet May 1 Ord May 1
RAGG, CHRISTOPHER JAMES, Leicester, Butcher Leicester Pet April 30 Ord April 30
RICHENS, EDWIN, Licensed Victualler High Court Pet April 17 Ord May 1
SMITH, FREDERICK JOHN, Golden sq, Leather Case Manufacturer High Court Pet April 30 Ord April 30

SMITH, JOSEPH, and JABEZ HIRD, Keighley, Grocers Bradford Pet May 1 Ord May 1
STOKES, JOHN, Pontypridd, Grocer Pontypridd Pet April 30 Ord April 30
TOWNEND, JACKSON, Huddersfield, Fruiterer Huddersfield Pet April 25 Ord April 25
WALKER, JAMES, WILLIAM THOMAS CLARKE, and FREDERICK CHARLES ASHBY, Northampton, Shoe Manufacturers Northampton Pet April 30 Ord April 30
WILLIAMS, EVAN, Llanidloes, Timber Merchant Newtown Pet April 29 Ord April 29
WILLIAMS, REES, Begelly, Farmer Pembroke Dock Pet April 29 Ord April 29

FIRST MEETINGS.

AMERY, WALTER, Goole, Ship Broker May 10 at 11.30 Off Rec, 6, Bond ter, Wakefield
ARMSTRONG, CHARLES, Grafham, Farmer May 21 at 12 Law Courts, New rd, Peterborough
BATEMAN, WILLIAM, Bootle cum Linacre, Team Owner May 13 at 3 Off Rec, 35, Victoria st, Liverpool
BEMROSE, GEORGE THOMAS, Gt Grimsby, Confectioner May 11 at 11 Off Rec, 15, Osborne st, Gt Grimsby
BLACKER, ALFRED, Llandaff, Cabinet Maker May 13 at 11 Off Rec, 29, Queen st, Cardiff
BUXTON, JOHN HENRY, Kimberley, Brickmaker May 10 at 12 Off Rec, St Peter's Church walk, Nottingham
CRAVEN, DAN RATCLIFFE, Nelson, Cloth Looker May 23 at 1.30 Exchange Hotel, Nicholas st, Burnley
CROMPTON, ALFRED JORDAN, Formby, Hotel Proprietor May 20 at 2 Off Rec, 35, Victoria st, Liverpool
DOWNING, CHARLES, Eckington, Ironmonger May 11 at 11 Angel Hotel, Chesterfield
FANTA, FERDINAND, Temple avenue, Engineer May 10 at 11 Bankruptcy bldgs, Carey st
FLETCHER, JOSEPH, Leominster May 13 at 10 4, Corn sq, Leominster
GODDARD, FRANK, 8 Tottenham, Licensed Victualler May 10 at 2.30 Bankruptcy bldgs, Carey st
GRENVILLE, THOMAS SAMUEL, Maddox st, Shirtmaker May 10 at 12 Bankruptcy bldgs, Carey st
JONES, THOMAS CHARLES, Ross, Farmer May 10 at 10 2, Offa st, Hereford
LANDON, GEORGE ALFRED BUCKLER, Hereford, Wine Merchant May 10 at 3 2, Offa st, Hereford
LOWE, GEORGE HENRY, Goole, Miller May 10 at 12.30 Off Rec, 6, Bond ter, Wakefield
MANSBRIDGE, JOSIAH, Finsbury cir, Builder May 13 at 11 Bankruptcy bldgs, Carey st
MCCRIMMON, DONALD D, Swansea, Draper May 10 at 12 Off Rec, 31, Alexandra rd, Swansea
METCALFE, THOMAS, Chatburn, Cycle Agent June 19 at 1.30 County Court house, Blackburn
MORGAN, DAVID, Holmer, Cattle Dealer May 10 at 3 2, Offa st, Hereford
MORGAN, THOMAS BROWN, Clun, Farmer May 13 at 10 4, Corn sq, Leominster
MURRIN, WILLIAM, Greenwich, Publican May 13 at 12 24, Railway app, London Bridge
MYERS, ALEXANDER, Aberavon, Outfitter May 13 at 12 Off Rec, 31, Alexandra rd, Swansea
READHE, JOHN, Church Gresley, Collier May 15 at 11.30 Midland Hotel, Station st, Burton on Trent
ROBERTS, JOSEPH, Tenby, Lodging house Keeper May 15 at 2 Temperance Hall, Pembroke Dock
SAGGERS, JOHN FREDERICK, Tottenham, Dairyman May 10 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
SKIRROW, PETER, Colne, Butcher May 23 at 2.30 Exchange Hotel, Nicholas st, Burnley
STOREY, RALPH, Ouston, Horsekeeper May 10 at 3.30 Off Rec, 25, John st, Sunderland
SULLIVAN, STEPHEN, Clapham, Baker May 10 at 11.30 24, Railway app, London Bridge
SYMONDS, ELIZABETH, Hereford, Baker May 10 at 10 2, Offa st, Hereford
TINDALL, CHARLES, Burnley, Pattern Maker May 23 at 2 Exchange Hotel, Nicholas st, Burnley
TOWNEND, JACKSON, Huddersfield, Fruiterer May 10 at 3 Off Rec, 6, Queen st, Huddersfield
TOWNSEND, JOSEPH, and GEORGE EDWARD TOWNSEND, Crofton, Butchers May 10 at 10 Off Rec, 6, Bond ter, Wakefield
TYTE, KATHLEEN MARY, Leckhampton, Spinster May 11 at 4 County Court bldgs, Cheltenham
TYDEMAN, GEORGE, Stowmarket, Watchmaker May 10 at 12 Off Rec, 36, Princes st, Ipswich
WALKER, ARTHUR PERCY, Ryhope, Pork Butcher May 10 at 4 Off Rec, 25, John st, Sunderland
WALTERS, CHARLES, Swansea, Grocer May 11 at 12 Off Rec, 31, Alexandra rd, Swansea
WARD, WILLIAM, Bildeston, Outfitter May 10 at 11.30 Off Rec, 36, Princes st, Ipswich
WISBEY, JACOB, Cambridge, Waiter May 17 at 12 Off Rec, 5, Petsy Cury, Cambridge

ADJUDICATIONS.

ABBOTT, JOHN, Norwich, Warehouseman Norwich Pet April 29 Ord April 30
BALLAN, EDWARD ARTHUR, Peckham High Court Pet March 30 Ord May 1
BARBER, JOB, Doncaster, Builder Sheffield Pet April 30 Ord April 30
BATEMAN, WILLIAM, Bootle cum Linacre, Team Owner Liverpool Pet April 23 Ord May 1
BENNETT, JOSEPH JOHN, Charlton Kings, Butcher Cheltenham Pet May 1 Ord May 1
BLOW, HENRY, Goole, Grocer Wakefield Pet April 30 Ord April 30
BRADSHAW, WATSON, Leeds, Butcher Leeds Pet April 29 Ord April 29
BUNCH, FREDERICK GEORGE, Gt Marlow, Grocer Aylesbury Pet May 1 Ord May 1
CARTWRIGHT, JOSEPH, Long Sutton, Ironmonger King's Lynn Pet April 30 Ord April 30
CLOUGH, ARTHUR, Wortley, Leeds, Soap Manufacturer Leeds Pet April 30 Ord April 30
CONNER, JOSEPH, Barrow in Furness, Tailor Ulverston Pet March 15 Ord May 1
CRUICKSHANK, HENRY CHARLES BLEEKER, Lewes, Clerk in Holy Orders Lewes Pet April 3 Ord May 1
DAWSON, HARRY, Gt Grimsby, Confectioner Gt Grimsby Pet April 27 Ord April 27
DIDCOTT, HUGH JAY, Covent Garden, Dramatic Agent High Court Pet April 1 Ord May 1
FARAR, CHARLES SHACKLOCK, Worcester, Hop Factor Worcester Pet March 5 Ord April 23
FROST, THOMAS WILLIAM, Leicester, Baker Leicester Pet April 30 Ord May 1
GODDARD, FRANK, 8 Tottenham, Licensed Victualler High Court Pet April 23 Ord April 29
GOODALL, JOHN WILLIAM, Forest Gate, Builder High Court Pet April 29 Ord April 29
GRENVILLE, THOMAS SAMUEL, Maddox st, Shirtmaker High Court Pet April 3 Ord April 30
HALL, EDWIN JAMES, Nottingham, Licensed Victualler Nottingham Pet April 29 Ord April 29
HARDING, WILLIAM, Streatham, Carpenter Wandsworth Pet April 26 Ord April 27
HARGREAVES, HANNAH, and JOHN HARGREAVES, Manchester, Tobacconist Manchester Pet April 4 Ord April 27
HARRIS, LEONARD, Clare Market, Currier High Court Pet March 20 Ord April 30
HARRISON, EDMUND, Acle, Norfolk, Carrier Norwich Pet April 29 Ord April 29
HILL, WILLIAM HENRY, Maridon, Farmer Plymouth Pet May 1 Ord May 1
HOFF, ROBERT, Birmingham, Tailor Birmingham Pet April 25 Ord May 1
MARRIOTT, HENRY, New Broad st, Merchant High Court Pet Jan 30 Ord April 30
MARSHALL, CHARLES HENRY JOHN, Walsall, Brown Saddle Maker Walsall Pet April 11 Ord April 30
MORLAND, JOHN, Liverpool, Gas Rate Collector Liverpool Pet April 30 Ord April 30
MUNDY, GEORGE, Southsea, Painter Portsmouth Pet April 26 Ord April 27
PERRYMAN, HENRY, Bristol, Fruiterer Bristol Pet April 22 Ord April 30
POPE, PHILIP CROSBY, Hapton, Electrical Engineer Burnley Pet April 30 Ord May 1
RIDGWAY, THOMAS, Lower Mitcham, Grocer Croydon Pet April 22 Ord April 27
ROBERSON, JOSEPH KIRKPATRICK, Acton, Draper Brentford Pet March 15 Ord April 25
ROSE, FRANK THOMAS, Birmingham, Tobacconist, Birmingham Pet March 6 Ord April 29
SIMPSON, JOHN, Hampstead, Manufacturer High Court Pet March 4 Ord May 1
SMITH, FREDERICK JOHN, Golden sq, Leather Case Manufacturer High Court Pet April 30 Ord April 30
SMITH, JOSEPH, and JABEZ HIRD, Keighley, Grocers Bradford Pet April 30 Ord May 1
STOKES, JOHN, Pontypridd, Grocer Pontypridd Pet April 29 Ord April 30
STUBBS, ROBERT JOSIAH, Newgate st High Court Pet April 2 Ord May 1
THIODON, ALFRED ASPINALL, Gravesend, Theatre Manager Rochester Pet March 25 Ord April 29
WALKER, JAMES, WILLIAM THOMAS CLARKE, and FREDERICK CHARLES ASHBY, Northampton, Shoe Manufacturers Northampton Pet April 30 Ord April 30
WILLIAMS, REES, Begelly, Farmer Pembroke Dock Pet April 29 Ord April 29

ADJUDICATION ANNULLED.

GIBSON, JOHN, West Hartlepool, Joiner Sunderland Adjud Oct 10, 1894 Annul April 25, 1895

London Gazette.—TUESDAY, May 7.

RECEIVING ORDERS.

ASTLE, EDWARD WHITE, Derby, Boiler Maker Derby Pet May 2 Ord May 2
BARNES, EDWARD JAMES, Burnley, Auctioneer Burnley Pet May 3 Ord May 3
BEAUMONT, SAMUEL, Manchester, Solicitor Manchester Pet April 11 Ord May 3
BROBSON, EDWARD, Nottingham, Upholsterer Nottingham Pet April 30 Ord May 3
CARVER, JAMES, Aspull, Provision Dealer Wigan Pet May 2 Ord May 2
COOK, WILLIAM, Guisborough, Hosier Stockton on Tees Pet May 1 Ord May 1
DAVEY, EMMA, Manchester, Mantle Maker Manchester Pet April 30 Ord May 4
DEPRINS, COLEMAN, Belsize pk High Court Pet May 2 Ord May 2
DUNK, WALTER G, Stamford Hill, Traveller Edmonton Pet March 28 Ord May 1
DUNN, EDWARD, Landport, Tea Dealer Portsmouth Pet May 2 Ord May 2
FOWLER, GEORGE HATCHER, Uplyme, Lime Merchant Exeter Pet May 2 Ord May 2
GELDART, WILLIAM, Bradford, Tailor Bradford Pet May 4 Ord May 4
GOODWIN, GEORGE, Penshore, Miller Worcester Pet April 23 Ord May 4
HALLOWS, EDMUND, Bath, Coal Merchant Bath Pet May 2 Ord May 2
HAWTHORN, A STELLA, Royal Exchange, Umbrella Maker High Court Pet March 23 Ord May 3
HELMORE, HARRIET ELIZABETH, Spinster High Court Pet Feb 15 Ord April 26
HIRSCHKOWITZ, HERMAN, Whitechapel, Tailor High Court Pet May 2 Ord May 2
INGAMELLS, CLARK, King's Cross, Potato Salesman High Court Pet April 18 Ord May 3
JEFFERSON, JAMES HENRY, York, Painter York Pet May 3 Ord May 3
JEWELL, HENRY, Commercial rd E High Court Pet March 26 Ord May 3
JOHNSON, DANIEL, Crewe, Builder Nantwich Pet May 3 Ord May 3
JONES, JAMES RICHARDS, Formby, Draper Liverpool Pet May 2 Ord May 2
LOMAS, SARA ANN, Salford, Beer Dealer Salford Pet May 2 Ord May 2
MANTRIPP, GEORGE SAMUEL, Lowestoft, Smackowner Gt Yarmouth Pet May 3 Ord May 3
MARCUS, ISAAC, Cardiff, Tailor Cardiff Pet May 1 Ord May 1
MARTIN, EDMUND DAVID, Dursley, Schoolmaster Gloucester Pet May 4 Ord May 4
MILLHOUSE, JAMES, Nottingham, Musical Instrument Dealer Nottingham Pet May 3 Ord May 3
MILLS, ROBERT, sen, North Shields, Tailor Newcastle on Tyne Pet April 22 Ord May 4
RAE, KENDERDINE CECIL, Bedminster, Grocer Bristol Pet May 4 Ord May 4
ROSE, FREDERICK, Dovercourt, Mineral Water Manufacturer Colchester Pet April 8 Ord May 1
SAUNDERS, FREDERICK JOSEPH, Tabernacle st, Ironmonger High Court Pet May 3 Ord May 3
SAUNDERS, WILLIAM ARLEDON, Wistow, Farmer Peterborough Pet May 3 Ord May 3
SKINLEY, HUGH, Birmingham, Clerk Birmingham Pet May 2 Ord May 2
SMITH, ARTHUR, Sheffield, Tobacconist Sheffield Pet May 2 Ord May 2
THOMPSON, JAMES, the younger, Matlock, Fruiterer Derby Pet May 4 Ord May 4
TURNEY, JOHN GOODSON, Woburn, Millboard Manufacturer Aylesbury Pet May 4 Ord May 4
WHALEY, OVEREND, Bradford, Woolstapler Bradford Pet May 3 Ord May 3
WHEELER, GEORGE, Woodford, Butcher High Court Pet April 16 Ord May 2
WHITTAKER, NAPOLEON, Oldham, Stationer Oldham Pet May 1 Ord May 1
WILLIAMS, JOHN, Sydenham, Boarhouse Keeper Greenwich Pet May 2 Ord May 2
WILLIAMS, WILLIAM MARTIN, Ranscorn, Licensed Victualler Warrington Pet May 3 Ord May 3
WREN, WILLIAM, Ware, Fish Hawker Hertford Pet April 30 Ord April 30

FIRST MEETINGS.

ADAMS, WILLIAM POYNOR, Blackwich, Wheelwright May 15 at 11 Off Rec, Walsall
ALFORT, SYDNEY, Theatrical Agent May 16 at 12 Bankruptcy bldgs, Carey st
ASTLE, EDWARD WHITE, Derby, Boiler Maker May 14 at 12 Off Rec, St James's chmbrs, Derby
BARBER, JOB, Doncaster, Builder May 14 at 3 Off Rec, Figtree lane, Sheffield
PARKER, JAMES HENRY LAWRENCE, Birkenhead, Stationer May 17 at 3 Off Rec, 35, Victoria st, Liverpool
BATTY, ALFRED, General Dealer May 17 at 12 Bankruptcy bldgs, Carey st
BEDDEN, THOMAS CHARLES, Ickingfield, Farmer May 21 at 2.15 King's Head Hotel, Horsham
BLAIBERG, JOSEPH, Maida Vale, Engineer May 21 at 2.30 Bankruptcy bldgs, Carey st
BLANCHARD, THOMAS, Walsall, Furniture Dealer May 15 at 11.30 Off Rec, Walsall
BLINKS, EDWARD SAMUEL, and FREDERICK GEORGE CLAYTON, Clerkenwell, Printers May 16 at 11 Bankruptcy bldgs, Carey st
BLOW, HENRY, Goole, Grocer May 14 at 2.30 Mr Townsend, Carlisle chmbrs, Goole
BOOTH, GEORGE, Shipley, Commission Agent May 14 at 11 Off Rec, 31, Manor row, Bradford
BOWMAN, THOMAS GORDON, Gray's inn rd, Money Lender May 14 at 11 Bankruptcy bldgs, Carey st
BRADSHAW, WATSON, Leeds, Butcher May 15 at 12 Off Rec, 22, Park row, Leeds
BURNETT, WILLIAM, Leeds, Contractor May 15 at 11 Off Rec, 22, Park row, Leeds
CAPES, ALFRED, Hampstead, Auctioneer May 21 at 12 Bankruptcy bldgs, Carey st
CARVER, JAMES, Aspull, Provision Dealer May 16 at 10 Court house, King st, Wigan
CHAPMAN, HUGH, 8th Norwood, Stationer May 15 at 12.30 24, Railway approach, London Bridge
CLOUGH, ARTHUR, Leeds, Soap Manufacturer May 17 at 12 Off Rec, 22, Park row, Leeds
COOKE, DAVID F, Coleman st, Builder May 17 at 2.30 Bankruptcy bldgs, Carey st
COOP, COLIN, Earl's Court, Actor May 21 at 11 Bankruptcy bldgs, Carey st
COUPLAND, JOHN, Brighton, Shipowner May 22 at 3 Off Rec, 24, Railway approach, London Bridge
CRABTREE, JAMES WILLIAM, Shipley, Sanitary Engineer May 15 at 11 Off Rec, 31, Manor row, Bradford
DAWSON, HARRY, Gt Grimsby, Confectioner May 15 at 11 Off Rec, 15, Osborne st, Gt Grimsby
DEXTER, ANDREW, Willesden Green, Gent May 14 at 2.30 Bankruptcy bldgs, Carey st
DIDCOTT, HUGH JAY, Covent Garden, Musical Agent May 15 at 12 Bankruptcy bldgs, Carey st
FERNEYHOUGH, HENRY, Longton, Butcher May 15 at 12 Off Rec, Newcastle under Lyme
FOWLER & Co, PERCIVAL, St Helen's pl, Iron Merchants May 20 at 12 Bankruptcy bldgs, Carey st
FOWNES, ARTHUR SYDNEY, Portland rd, Johmaster May 20 at 11 Bankruptcy bldgs, Carey st
FOX, AMELIA, Brixton hill, Draper May 14 at 11.30 24, Railway app, London Bridge
FROST, THOMAS WILLIAM, Leicester, Baker May 14 at 12.30 Off Rec, 1, Berridge st, Leicester
GARMAN, VINCENT CORNELIUS, Eastbourne, Medical Practitioner May 23 at 11 Coles & Sons, Seaside rd, Eastbourne
GODRICH, WILLIAM, Birmingham, Dairyman May 17 at 12 23, Colmore row, Birmingham
GOODALL, JOHN WILLIAM, Forest Gate, Builder May 17 at 2.30 Bankruptcy bldgs, Carey st
HARGREAVES, HANNAH, and JOHN HARGREAVES, Manchester, Tobacconists May 16 at 2.30 Ogden's chmbrs, Bridge st, Manchester
HILL, WILLIAM HENRY, Maridon, Farmer May 16 at 11 10, Athenæum terrace, Plymouth
HUDSON, ALBERT EDWARD ROSS, Russell sq, Solicitor May 15 at 11 Bankruptcy bldgs, Carey st

JACKSON, HENRY, West Bromwich, Clerk May 15 at 11 23, Colmore row, Birmingham
JAY, HARRIETT, South Hampstead, Spinster May 20 at 2.30 Bankruptcy bldgs, Carey st
JEFFERSON, JAMES HENRY, York, Paperhanger May 17 at 12.30 Off Rec, 28, Stonegate, York
JOHNS, JOHN MORGAN, Swansea, Grocer May 14 at 2 Off Rec, 31, Alexandra rd, Swansea
JONES, HUGH SIMON, Ebbw Vale, Mon, Grocer May 15 at 12 Off Rec, Merthyr Tydfil
LAWLEY, WILLIAM, Birmingham, General Dealer May 17 at 11 23, Colmore row, Birmingham
LAWRENCE, HARRY, Hackney, Boot Manufacturer May 15 at 11 Bankruptcy bldgs, Carey st
LINK, A, Wardour st May 15 at 12 Bankruptcy bldgs, Carey st
LOMAX, WILLIAM HARRY, Southport, Commission Agent May 15 at 3 Off Rec, 35, Victoria st, Liverpool
MOFFAT, THOMAS, Cornhill on Tweed, Implement Maker May 15 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
MUNDY, GEORGE, Southsea, Painter May 14 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
PALLETT, ALFRED JAMES, Erdington, Clothier May 16 at 11 23, Colmore row, Birmingham
PROCTER, HENRY, Parkgate, Yorks, Grocer May 14 at 2.30 Off Rec, Figtree lane, Sheffield
RADWALL, JOSEPH, Nottingham, Bootmaker May 15 at 11 Off Rec, St Peter's Church walk, Nottingham
RAGG, CHRISTOPHER JAMES, Leicester, Butcher May 14 at 3 Off Rec, 1, Berridge st, Leicester
RAIT, J C, Ashford, Gent May 15 at 11.30 24, Railway app, London Bridge
ROBSON, STUART, Bedford pk May 16 at 11 Bankruptcy bldgs, Carey st
RUSSELL, Capt JOHN R, Weston super Mare May 16 at 12 Bankruptcy bldgs, Carey st
SAUNDERS, WILLIAM ARLEDGE, Wistow, Farmer May 21 at 12 Law Courts, New rd, Peterborough
SIBSON, EDWARD JOHN, Landport, Tailor May 16 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
STUBBS, ROBERT JOSIAH, Newgate st May 20 at 12 Bankruptcy bldgs, Carey st
SUFFIELD, PAUL, Nunhead, Art Publisher May 20 at 2.30 Bankruptcy bldgs, Carey st
THOMAS, BENJAMIN, Swansea, Hosiery Manufacturer May 15 at 12 Off Rec, 31, Alexandra rd, Swansea
WATTS, HUGH EDWARD, Pembroke, Grocer May 15 at 2 15 Temperance Hall, Pembroke Dock
WILLIAMS, REES, Begelly, Farmer May 15 at 2.30 Temperance Hall, Pembroke Dock
WILSON, HARRY, and JAMES WILLIAM ATKINSON, Leeds May 17 at 11 Off Rec, 22, Park row, Leeds
WOOLF, JOSEPH ISAAC, Birmingham May 16 at 12 23, Colmore row, Birmingham

ADJUDICATIONS.

AUSTIN, WILLIAM JOHN, Birmingham, Builder Birmingham Pet March 20 Ord May 4
BARNES, EDWARD JAMES, Burnley, Auctioneer Burnley Pet May 3 Ord May 3
BOOTH, LUKE, Handsworth, Outfitter Birmingham Pet April 5 Ord May 4
BRAGG, ALFRED EATON, Cheddar, Licensed Victualler Wells Pet March 27 Ord May 1
BROBSON, EDWARD, Nottingham, Upholsterer Nottingham Pet April 30 Ord May 3
CARVER, JAMES, Aspull, Provision Dealer Wigan Pet May 2 Ord May 2
CHAPMAN, HUGH, S Norwood, Stationer Croydon Pet March 2 Ord May 2
COOK, WILLIAM, Guisborough, Hosier Stockton on Tees Pet May 1 Ord May 1
COBY, THOMAS, Tunbridge Wells, Colliery Proprietor Swansea Pet March 23 Ord May 2
DUNN, EDWARD, Landport, Tea Dealer Portsmouth Pet May 2 Ord May 2
FOWLER, GEORGE HATCHER, Uplyme, Lime Merchant Exeter Pet May 2 Ord May 2
GELDART, WILLIAM, Bradford, Tailor Bradford Pet May 4 Ord May 4
HALLOWS, EDMUND, Bath, Coal Merchant Bath Pet May 2 Ord May 2
HENLY, ROBERT, New Swindon, Coal Dealer Swindon Pet Feb 28 Ord May 4
JEFFERSON, JAMES HENRY, York, Painter York Pet May 3 Ord May 3
JOHNS, JAMES RICHARDS, Formby, Draper Liverpool Pet May 2 Ord May 2
LOMAS, SARA ANN, Salford, Boot Dealer Salford Pet April 22 Ord May 2
MARCUS, ISAAC, Cardiff, Tailor Cardiff Pet May 1 Ord May 1
MANTRIPP, GEORGE SAMUEL, Lowestoft, Smackowner Gt Yarmouth Pet May 2 Ord May 3
MARTIN, EDMUND DAVID, Dursley, Schoolmaster Gloucester Pet May 4 Ord May 4
MARTINE, CHARLES ANTHONY RICHARD, Preston, Chandler Preston Pet March 19 Ord May 4
MELLONIE, THOMAS JOSEPH, Ipswich, Coal Merchant Ipswich Pet April 8 Ord May 2
MILLHOUSE, JAMES, Nottingham, Musical Instrument Dealer Nottingham Pet May 3 Ord May 3
SAUNDERS, WILLIAM ARLEDGE, Wistow, Farmer Peterborough Pet May 1 Ord May 3
SKINLEY, HUGH, Birmingham, Clerk Birmingham Pet May 2 Ord May 2
SMITH, ARTHUR, Sheffield, Tobacconist Sheffield Pet May 2 Ord May 2
THOMPSON, JAMES, Matlock Bridge, Fruiterer Derby Pet May 4 Ord May 4
WAITE, WILSON, Crumpsall, General Merchant Manchester Pet April 16 Ord May 3
WATTS, HUGH EDWARD, Pembroke, Grocer Pembroke Dock Pet April 26 Ord May 4
WHALEY, OVEREND, Bradford, Woolstapler Bradford Pet May 2 Ord May 2
WHEELER, GEORGE, Woodford, Butcher High Court Pet April 18 Ord May 2
WHITTAKER, NAPOLEON, Oldham, Stationer Oldham Pet May 1 Ord May 1
WILLIAMS, JOHN, Sydenham, Beerhouse Keeper Greenwich Pet May 2 Ord May 2
WILLIAMS, WILLIAM MARTIN, Runcorn, Licensed Victualler Warrington Pet May 3 Ord May 3
WREN, WILLIAM, Ware, Fish Hawker Hertford Pet April 30 Ord April 30

ADJUDICATION ANNULLED.

NORMAN, FRANCIS HENRY FORSTER, Priory Park rd, Kilburn, Clerk High Court Adjud Jan 23, 1890 Annul April 24, 1895

SALES OF ENSUING WEEK.

May 14.—Messrs. WM. GROGAN & BOYD, at the Mart, E.C., at 10 o'clock, Freehold Mansion and Premises (see advertisements, this week, p. 2).
May 14.—Mr. FRANK M. HILBERY, at the Mart, E.C., at 2.30 o'clock, 19 Long Leasehold Dwelling-houses (see advertisement, May 4, p. 4).
May 15.—Messrs. CHARLES & TUBBS, at the Mart, E.C., at 1 o'clock, Freehold Ground-rents (see advertisement, this week, p. 2).
May 15.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, April 27, p. 4).
May 15.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Shop, Residential and Building Properties (see advertisements, May 2, p. 4).
May 15.—Messrs. FAREBROTHER, ELLIS, CLARE, & Co., at the Mart, E.C., Freehold and Leasehold Shop, and Freehold City, Properties (see advertisements, April 6, p. 4; April 20, p. 420; May 4, p. 4).
May 17.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, this week, p. 2).
May 17.—Messrs. JOHN LEES & BURCHELL, at the Mart, E.C., at 12 for 1 o'clock, a Freehold Residence at Reigate (see advertisement, April 27, p. 440).
May 17.—Messrs. HERRING, SON, & DAW, at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, this week, p. 2).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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